



**Carlos Jackson**  
*Executive Director*

## **COMMUNITY DEVELOPMENT COMMISSION**

### **County of Los Angeles**

2 Coral Circle • Monterey Park, CA 91755

323.890.7001 • [www.lacdc.org](http://www.lacdc.org)

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**Gloria Molina**  
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**Zev Yaroslavsky**  
**Don Knabe**  
**Michael D. Antonovich**  
*Commissioners*

September 23, 2003

Honorable Board of Commissioners  
Community Development Commission  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Commissioners:

**APPROVE ENVIRONMENTAL DOCUMENTATION AND DEVELOPMENT  
AGREEMENT FOR THE DEVELOPMENT OF A PARK PROJECT  
CURRENTLY IDENTIFIED AS UNION PACIFIC PARK (1)  
(3 Vote)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Consider the Environmental Assessment/Mitigated Negative Declaration, contained herein, prepared pursuant to requirements of the California Environmental Quality Act (CEQA), together with any comments received during the public review process, for the development of a park currently identified as Union Pacific Park, to be constructed in the Union Pacific Revitalization Area of unincorporated Los Angeles County.
2. Find that with the incorporation of the mitigation measures identified in the Mitigation and Monitoring Plan, contained herein, and required as a condition of project approval, the development of a 1.62 acre park on property owned by the Community Development Commission, located at 1312, 1318, 1329, 1333 and 1338 Bonnie Beach Place, and

4274, 4278, 4280 Union Pacific Avenue, in unincorporated Los Angeles County, will not have a significant effect on the environment; approve the Environmental Assessment/Mitigated Negative Declaration, contained herein, and find that the park project will have no adverse effect on wildlife resources, and authorize the Executive Director of the Community Development Commission to complete and file with the County Clerk a Certificate of Fee Exemption for the project described above.

3. Find that the Environmental Assessment/Mitigated Negative Declaration reflects the independent judgment of the Commission, and instruct the Executive Director to file with the County Clerk a Notice of Determination, as required by CEQA; and instruct the Executive Director to take any and all actions necessary to complete the implementation of this environmental review action, for the project described above.
4. Approve a Development Agreement between the Commission and Shane's Inspiration, Inc. (the Developer), in substantially the form of the attached, which includes a Youth Employment Plan that is required as a condition for the use of \$1,400,000 in Proposition A Funds for construction of the project described above.
5. Authorize the Executive Director to execute the Development Agreement, related documents, and necessary amendments thereto, to be effective following approval as to form by County Counsel and execution by all parties; and to incorporate the above Proposition A Funds into the Commission's approved 2003-2004 Fiscal Year budget, for the purposes described above.

**PURPOSE/JUSTIFICATION:**

The purpose of this action is to satisfy environmental review requirements for the project pursuant to CEQA, and to authorize the Executive Director to execute a Development Agreement between the Commission and the Developer for construction of a park to serve low-income area residents of the Union Pacific Revitalization Area.

**FISCAL IMPACT/FINANCING:**

There is no impact on the County general fund. The total development cost for the project is estimated at \$2,920,267 to be provided from the following sources: \$1,950,000 in Proposition A Funds for acquisition, development/construction and related costs; and \$970,267 in Community Development Block Grant (CDBG) funds previously allocated to the First Supervisorial District for design services, relocation, a portion of the acquisition costs, demolition, required site work, and related development costs.

On October 8, 2002 and July 8, 2003, your Board authorized the Commission to apply for Proposition A Funds totaling \$1,950,000 for the project. Of this amount, \$1,400,000 will be used for the Development Agreement to fund construction of the park.

A Financial Analysis is provided as Attachment 1.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Union Pacific Park will be developed on a 1.62-acre site, located at the southeast corner of Union Pacific Avenue and South Bonnie Beach Place, and on two parcels west of South Bonnie Beach Place in the Union Pacific Revitalization Area. The universally accessible park will include play equipment, a basketball court, picnic area, restrooms, parking lot, fencing, irrigation, lighting, and landscaping. The park will at a later time be operated by the County Department of Parks and Recreation.

On February 25, 2003, your Board approved a contract with the Developer to design the project. The firm is a non-profit organization that specializes in the design and development of parks and playgrounds that are universally accessible. Under the design services contract, the firm has been responsible for project cost estimates, design development documents, construction documents and other pre-development functions.

The Commission now wishes to enter into a Development Agreement with the Developer for construction of the park. Under this agreement, the Developer will identify and secure the services of a qualified contractor to develop the site, and will oversee construction. Progress payments will be made to the Developer as phases of the project are completed and approved by the Commission.

As required for the use of Proposition A Funds, the Development Agreement includes a Youth Employment Plan under which employment opportunities during construction will be provided to low-income youth residing in the area.

The Development Agreement is being presented in substantially final form. It will be effective following approval as to form by County Counsel and execution by all parties.

**ENVIRONMENTAL DOCUMENTATION:**

An Environmental Assessment was prepared for the project pursuant to the requirements of the National Environmental Policy Act of 1969 (NEPA). This document describes the proposed project, evaluates the potential environmental effects, and describes the mitigation measures necessary to avoid potentially significant environmental effects from the project. Based on the conclusions and findings of the Environmental Assessment, a Finding of No Significant Impact was adopted by the County of Los Angeles on January 8, 2002. Following the required public and agency comment period, the U.S. Department of Housing and Urban Development issued a Release of Funds for the project effective February 13, 2002.

Consistent with the provisions of the CEQA Guidelines, Article 14, Section 15221, notice was provided to the public that the Environmental Assessment, used in place of an Initial Study, would be used to satisfy CEQA requirements. The Environmental Assessment/Mitigated Negative Declaration was circulated for public review as required by state and local law, and the Environmental Assessment/Mitigated Negative Declaration, in conjunction with the Mitigation and Monitoring Plan, meets the requirements of CEQA.

Approval of the Environmental Assessment/Mitigated Negative Declaration, including the Mitigation and Monitoring Plan, and filing a Notice of Determination with the County Clerk will satisfy CEQA requirements. A fee must be paid to the State Department of Fish and Game when certain notices required by CEQA are filed with the County Clerk. The Commission is exempt from paying this fee when your Board finds that the project will have no significant impact on wildlife resources. The project is located in an urban setting, and the Environmental Assessment/Mitigated Negative Declaration concludes there will be no adverse effect on wildlife resources.

Honorable Board of Commissioners  
September 23, 2003  
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The environmental review record for this project is available for viewing by the public during regular business hours at the Commission's main office located at 2 Coral Circle, Monterey Park.

**IMPACT ON CURRENT SERVICES:**

The Development Agreement will provide for the development of a universally accessible park for the residents of the Union Pacific Revitalization Area.

Respectfully submitted,

CARLOS JACKSON  
Executive Director

Attachments: 3

CC:ED:nc/ bl-UPP 9-15

## ATTACHMENT 1

### FINANCIAL ANALYSIS UNION PACIFIC PARK

The project will consist of a 1.62-acre community park. The community park will consist of a playground area, parking, benches, restrooms, landscaping, lighting, fencing and a basketball court and surface parking located across the street from the playground.

<u>Sources</u>	<u>Amount</u>
Community Development Block Grant (CDBG)	\$ 970,267
Proposition A Funds	<u>1,950,000</u>
Total	\$2,920,267

#### Uses

##### CDBG

Acquisition (a portion of)	\$ 142,304
Relocation	404,652
Design	200,000
Demolition	88,311
Development costs (includes soft costs such as construction oversight, environmental testing permit fees)	135,000

##### Proposition A Funds

Acquisition (a portion of)	\$ 550,000
Developer fee	45,000
Development costs (includes hard costs such as Landscaping, bathrooms, off-site improvements And other construction-related costs)	1,355,000
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Total	\$2,920,267

**Community Development Commission  
Of the County of Los Angeles**

**MITIGATED NEGATIVE DECLARATION  
CALIFORNIA ENVIRONMENTAL QUALITY ACT**

**PROJECT TITLE:** Union Pacific Park

**PROJECT DESCRIPTION:** The proposed project involves nine properties, three that front onto Union Pacific Avenue and six that front onto Bonnie Beach Place. The project involves acquisition of the properties located at 4274, 4278, 4280 Union Pacific Avenue and 1312 Bonnie Beach Place, demolition of the structures on those properties, and development of a 55,304 square foot park, including restrooms, playground area, benches, lighting, landscaping, and fencing, and a 16,104 square foot basketball court and surface parking area.

**PROJECT LOCATION:** The project site is located in the unincorporated community of East Los Angeles in Los Angeles County, California. The site is generally bounded to the north by Union Pacific Avenue, to the west by Bonnie Beach Place and residential uses, and to the south and east by residential and commercial uses.

**MITIGATION MEASURES INCLUDED IN THE PROJECT TO AVOID POTENTIALLY SIGNIFICANT IMPACTS:**

The following mitigation measures are required:

1. **Historic, Cultural, and Archaeological Resources.** No historic or archaeological resources are known to be on the project site. However, in the event that archaeological resources are unearthed during project construction, all earth disturbing work within the project's archaeological area of potential effect (APE) must be temporarily suspended until a qualified archaeologist has evaluated the nature and significance of the find. If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner will have 24 hours to notify the Native American Heritage Commission.
2. **Solid Waste Recycling.** Because of ongoing concerns about available landfill capacity, project design shall incorporate space for separate bins for waste and recyclable materials.
3. **Water Supply.** Because of ongoing concerns about regional water supplies, the following shall be incorporated into project design:
  - To the degree feasible, landscaped areas shall be designed with drought-tolerant species. Planting beds shall be heavily mulched in accordance with water-conserving landscape design practice.

- All new structures shall be fitted with water conserving fixtures, including, but not limited to, low flow faucets and toilets.

**4. Hazards and Nuisances, Including Site Safety.** The following measures shall be implemented:

- Prior to demolition of onsite structures, surveys shall be undertaken to determine the presence of asbestos containing material (ACM) and lead-based paint (LBP). If ACM and LBP are identified during the surveys, removal and/or handling of the materials shall be conducted in accordance with all applicable regulations.
- The Follow-up Lead and PAH Soil Sampling Assessment" prepared by Rincon consultants, Inc., dated April 25, 2003 delineated the presence of approximately 225 cubic yards of lead-impacted soil on site Component 3. Prior to the start of construction, lead-impacted soil on Component 3 shall be remediated in accordance with the recommendations set forth in the report. Lead concentrations remaining on site shall not exceed EPA's Preliminary Remediation Goal for residential property of 150 mg/kg.
- Following demolition, and prior to the commencement of construction, a Phase II Environmental Site Assessment shall be performed on properties located at 1312 South Bonnie Beach, and 4274, 4278, and 4280 Union Pacific Avenue to determine if any areas of environmental concern are present. Any detected area of environmental concern shall be appropriately mitigated to ensure that any contaminants remaining on site do not pose a risk to human health.
- Any enclosed buildings designed for human occupancy constructed on the site shall utilize engineering control measures including, but not limited to, vapor migration barriers within any building foundation, and adequate ventilation to support exchange of indoor air with outdoor air, to mitigate any target risk limits exceeded for vapor migration or any other engineering control measure required as a result of an environmental assessment done within one year prior to the construction of improvements to ensure the safety of persons occupying or visiting the property.
- In accordance with the Agreement for Conveyance of Real Property to the Community development Commission of the County of Los Angeles executed on May 17, 2002, Univar USA is required to submit to the Commission, copies of quarterly ground water monitoring reports and soil gas sampling reports and remediation progress reports required and prepared pursuant to the Corrective Action Consent Agreement between Van Waters and Rogers Inc., and the California Environmental Protection Agency Department of Toxic Substances Control dated June 23, 1995. The Commission shall review the submitted information and if contaminant levels in ground water or soil gas increase to levels that may represent a health risk to visitors to the park, the Commission shall require Univar USA, successor to Van Waters and Rogers, to take proactive steps, including but not limited to redesign of its remediation system, to reduce contaminant levels impacting the site below levels of concern.
- The existing water quality monitoring well located on the southerly portion of property Component 3 shall remain in place. Site preparation and grading activities shall be conducted to avoid disturbance of the well, and park design shall accommodate reasonable access to the well for on-going groundwater monitoring activities.
- Completion of required mitigation measures will reduce identified hazards and/or conditions below significant levels, however, during site preparation, or construction activity, should any areas of environmental concern, or potentially hazardous materials or conditions be detected on the site, work in the area shall be suspended, the materials, or area of concern shall be appropriately tested, characterized and assessed, and where



required, remediation performed in accordance with all local, state and federal regulations to reduce the hazard below significant levels.

5. **Changes to Required Mitigation.** Minor changes to the mitigation measures required as a condition of project approval are permitted, but can only be made with the approval of the Executive Director of the Community Development Commission of the County of Los Angeles. Any modifications must continue to satisfy the requirements of NEPA and CEQA, as determined by the Commission.

**MITIGATION AND MONITORING PLAN.** Pursuant to Public Resources Code Section 21081.6 in accordance with CEQA Guidelines 15097, a Mitigation and Monitoring Plan is attached as Appendix A to this Mitigated Negative Declaration

**FINDING OF NO SIGNIFICANT EFFECT.** Based on the attached NEPA Environmental Assessment, it has been determined that the project will not have a significant effect on the environment, provided that all suggested mitigation measures are incorporated.

## ***HUD – NEPA - Environmental Assessment***

Project Name and Identification Number: Union Pacific Park/1CE03E

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### ***HUD – NEPA- ENVIRONMENTAL ASSESSMENT***

**Project Name:** Union Pacific Park /1CE03E

**Project Location:** The project site is located in the unincorporated community of East Los Angeles in Los Angeles County, California. The site is generally bounded to the north by Union Pacific Avenue, to the west by Bonnie Beach Place and residential uses, and to the south and east by residential and commercial uses.

**Assessor's Parcel Number(s):** 5241-020-001, -002, -003, -004, -005, -009, -031; 5242-017-021 and -022.

**Statement of Need:** The project is consistent with the guidelines of the Community Development Block Grant program. The proposed Union Pacific Park provides for the construction of a 55,304 square foot neighborhood park and a surface parking lot.

**Project Description:** The proposed Union Pacific Park project involves nine properties, three that front onto Union Pacific Avenue and six that front onto Bonnie Beach Place. The project involves acquisition of the properties located at 4274, 4278, 4280 Union Pacific Avenue and 1312 Bonnie Beach Place, demolition of the structures on those properties, and development of a 55,304 square foot park, including restrooms, basketball courts, playground area, benches, lighting, landscaping, and fencing, and a 16,104 square foot surface parking area.

# HUD - NEPA - Environmental Assessment

Project Name and Identification Number: Union Pacific Park/1CE03E

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
<b>Land Development</b>							
Conformance With Comprehensive Plans and Zoning	X						The site is currently designated as <i>I, Industrial</i> , in Los Angeles County's General Plan and is zoned <i>M-1, Light Manufacturing</i> (a). The proposed project would be allowed under these designations. The project would also be required to conform to the specifications of the East Los Angeles Community Standards District.
Compatibility and Urban Impact	X						The project site is bounded by Union Pacific Avenue and commercial uses to the north, Bonnie Beach Place and residences to the west, and residential and commercial uses to the south and east (b). The proposed project would be compatible with the scale of surrounding urban development.
Slope	X						The project site is flat and most of it is currently an unused parking lot (b). The proposed development would not involve major topographic modifications or create any significant erosion or sedimentation problems.
Erosion	X						There is no evidence of any substantial erosion problems on-site (b).
Soil Suitability	X						There is no evidence of soil suitability problems on the project site (b). Routine soil tests would need to be conducted to determine foundation design parameters for new structures.
Hazards and Nuisances, Including Site Safety	X						<p>The project site is adjacent to a closed chemical facility. Former operations at the facility resulted in contamination of soil and groundwater in the area.</p> <p>To determine whether or not the presence of soil and groundwater contamination would pose a significant health risk to park users, a Risk Based Corrective Action (RBCA) health risk model was performed for the project site. The modeling was based on soil gas data obtained from the site on March 2001. Two modeling runs were performed:</p> <ul style="list-style-type: none"> <li>• The first run assumed that a person is at the park one hour per day, seven days per week, 50 weeks a year</li> <li>• The second run assumed a person is at the park eight hours per day, seven days per week, 50 weeks a year</li> </ul> <p>Under the first scenario, the additional cancer risk generated by exposure to subsurface volatile vapors entering into the breathing space of park users was modeled at .06 cases per one million visitors. Under the second scenario, the additional cancer risk was modeled at .0077 cases per one million visitors. By comparison, 1 additional cancer in one million is a general health risk standard. Given that the cancer risk associated with</p>

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							operation of a park at the site is far below health risk standards even based on worst-case assumptions, health risks associated with the project are not considered significant. Lead-based paint and asbestos may be present within the existing on-site structures, which would need to be handled properly prior to demolition activities. A licensed asbestos abatement contractor, under the supervision of a licensed certified asbestos consultant, will be employed to remove any asbestos-containing materials onsite as required by local regulations (c).
Energy Consumption	X						Project operation would incrementally increase the consumption of energy. However, because these resources are available both locally and regionally, no significant impact to the availability of energy resources is expected over the long-term.
<b>Noise</b>							
Effects of Ambient Noise on Project and Contribution to Community Noise Levels	X						Project construction would generate short-term noise level increases. Local noise ordinances would apply. The proposed project is not a noise-sensitive use and would not generate substantial noise. Significant noise impacts are not anticipated.
<b>Air Quality</b>							
Effects of Ambient Air Quality on Project and Contribution to Community Air Pollutant Levels	X						The project site is located in the South Coast Air Basin, which is a nonattainment area for ozone, carbon monoxide, nitrogen dioxide, and fine particulate matter (PM <sub>10</sub> ) (c). Project users would therefore be exposed to potentially unhealthful ambient air because this regional condition cannot be feasibly mitigated. The project would provide recreational opportunities where none currently exist; therefore, it may reduce overall vehicle miles traveled and associated air pollutant emissions. Existing SCAQMD regulations restrict the emissions of dust and fumes during construction and the project would be required to conform to these requirements.
<b>Environmental Design and Historic Values</b>							
Visual Quality - Coherence, Diversity, Compatible Use, and Scale	X						The project would involve the construction of a park and associated surface parking lot. The completed project would be compatible with the visual context of the existing neighborhood, which is characterized by one-story residential and commercial structures (b). The project would not conflict with the scale and character of other development in the area.
Historic, Cultural, and Archaeological Resources					X		Historic and archaeological evaluations have been completed and are attached as appendices to this environmental assessment. The project is not expected to disturb either historic or archaeological resources.

## HUD - NEPA - Environmental Assessment

Project Name and Identification Number: Union Pacific Park/1CE03E

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
							disturb either historic or archaeological resources; nevertheless, if previously unidentified archaeological resources are identified during grading or construction, work will need to be temporarily suspended while the find is evaluated by a qualified archaeologist.
<b>Socioeconomic Conditions</b>							
Demographic/Character Changes	X						The proposed project would be consistent with the existing land use pattern in the project vicinity. The project would not change the demographic character of the area (b).
Displacement	X						The proposed project would require the demolition of three residences and one commercial structure and the relocation of those occupants. Relocation assistance would be provided in accordance with State and Federal requirements. Therefore, impacts from displacement would be less than significant.
Employment and Income Patterns	X						The project would generate short-term employment opportunities during construction. No adverse impacts to employment or income patterns are expected.
<b>Community Facilities and Services</b>							
Educational Facilities	X						The project would not affect educational facilities.
Commercial Facilities	X						The project would require the demolition of one commercial structure. Relocation assistance would be provided. Therefore, significant impacts to commercial facilities would not occur.
Health Care	X						The proposed project would not affect access to health care.
Social Services	X						No new services would be required for the proposed project.
Solid Waste					X		Construction activity would generate solid waste in the short-term. All construction activity would be required to implement local policies concerning recycling/reuse of construction wastes. Solid waste generated by the project would not significantly affect area landfills. Nevertheless, because of ongoing concerns about regional landfill capacity, project design should accommodate solid waste recycling.
Waste Water	X						The project site is located in an urbanized area with wastewater infrastructure already in place. The project would incrementally increase wastewater generation but would not be expected to require significant upgrades to wastewater conveyance or treatment facilities (b). Needed system upgrades would be constructed in conjunction with the project.

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Project Name and Identification Number: Union Pacific Park/1CE03E

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
Storm Water	X						The majority of the site is currently paved over with an unused parking lot, while the rest of the site is occupied by four small buildings. Development of the site into a park could potentially decrease the amount of impervious surfaces on-site and runoff from the site due to the introduction of landscaped areas and playgrounds. Storm drainage facilities are in place in the project vicinity and have been sized to accommodate urban development. Therefore, significant impacts are not anticipated.
Water Supply					X		The project would incrementally increase water consumption as compared to the current use but is not expected to significantly affect water supply. Nevertheless, because of ongoing concerns about water supply in the Southern California region, water conservation measures should be incorporated into the design of the project.
Public Safety Police	X						Police protection services in the vicinity are provided by the Los Angeles County Sheriff's Department, East Los Angeles Station, located at 5019 E. Third Street. As the project is intended to serve current area residents, it is not expected to adversely affect police services. Compliance with Sheriff's Department requirements pertaining to site design would alleviate any safety concerns.
Fire	X						Fire protection services are provided by the Los Angeles County Fire Department Station #3, located at 930 South Eastern Avenue, which would provide fire protection, paramedic and emergency medical technician services to the project site (d). No adverse impacts to fire protection services are anticipated.
Emergency Medical	X						The Los Angeles County Fire Department Station #3 would provide emergency medical services. Emergency victims would be taken to the East Los Angeles Doctor's Hospital, located approximately 0.5 miles from the project site at 4060 E. Whittier Boulevard (d). No adverse impacts to emergency medical services are anticipated.
Open Space And Recreation Open Space		X					The project would convert a mostly unused site into a neighborhood park. Therefore, it would increase the amount of public open space in the area.
Recreation		X					The proposed project would involve the development of a park, and would provide active and passive recreational opportunities for residents in the vicinity of the project (b). Therefore, the project would be beneficial with regard to recreation.
Cultural Facilities	X						The proposed project would not adversely affect any cultural facilities (b).

## HUD - NEPA - Environmental Assessment

Project Name and Identification Number: Union Pacific Park/1CE03E

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Transportation	X						The proposed project would generate a slight increase in traffic on roadways in the immediate project vicinity. However, as the project is intended to serve the local community, it would likely result in an overall reduction in vehicle miles traveled in the region. No significant impacts related to traffic or transportation are anticipated.
<b>Natural Features</b>							
Water Resources	X						The proposed project would not affect water resources (b).
Surface Water	X						No surface water is located in the vicinity of the project site (b). Therefore, no impacts would occur.
Watercourses	X						There are no watercourses within the vicinity of the project area (b, f). No impact to watercourses is anticipated.
Unique Natural Features and Agricultural Lands	X						The project site is in an urbanized area and lacks unique natural features. No active agricultural lands or agriculturally zoned lands are present (b).
Vegetation and Wildlife	X						The project site is in a highly urbanized area. Most of the site is paved, although there are a few isolated landscape trees on the parcels occupied by residences. No important biotic communities exist and no wildlife was observed on-site (b).

## HUD - NEPA - Environmental Assessment

Project Name and Identification Number: Union Pacific Park/1CE03E

Area of Statutory/ Regulatory Compliance	Not Applicable To this Project	Consultation Required and Completed	Permits Required and Obtained	Project Consistent with Applicable Policies	Conditions and/or Mitigation Actions Required	Note Compliance Documentation
1. Historic Properties 36 CFR 800 (CDBG) 36 CFR 801 (UDAG)					<b>X</b>	Historic and archaeological assessments have been conducted and are attached as appendices to this environmental assessment. Though archaeological resources are not known on-site, work should be halted temporarily in the event that as yet undiscovered resources are uncovered during grading.
2. Floodplain Management 42 FR 26951	<b>X</b>					The project area is outside the 500-year flood zone, indicating minimal flood potential (f).
3. Wetlands Protection 42 FR 26951	<b>X</b>					No wetlands are located on or near the project site (b, e).
4. Coastal Zone Plan 16 U.S.C. 1451	<b>X</b>					The project site is not located in a coastal zone (e).
5. Sole Source Aquifers 42 U.S.C. 201, 300(g) and 21 U.S.C. 349	<b>X</b>					No impact to primary drinking water sources is anticipated.
6. Endangered Species 16 U.S.C. 1531	<b>X</b>					The project site is in a highly urbanized location. No endangered species are located in the area.
7. Wild and Scenic Rivers 16 U.S.C. 1271	<b>X</b>					No wild or scenic rivers are located in the site vicinity (b, e).
8. Air Quality Protection 42 U.S.C. 7401	<b>X</b>					<p>The project site is located in the South Coast Air Basin, which is a nonattainment area for ozone, carbon monoxide, nitrogen dioxide, and fine particulate matter (PM<sub>10</sub>) (c). Project users would therefore be exposed to potentially unhealthful ambient air because this regional condition cannot be feasibly mitigated. The project would provide recreational opportunities where none currently exist; therefore, it may reduce overall vehicle miles traveled and associated air pollutant emissions.</p> <p>Existing SCAQMD regulations restrict the emissions of dust and fumes during construction and the project would be required to conform to these requirements.</p>
9. Farmland Protection 7 U.S.C. 4201	<b>X</b>					No agricultural uses are located on-site or in the vicinity of the project (b).



## HUD - NEPA - Environmental Assessment

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Area of Statutory/ Regulatory Compliance	Not Applicable To this Project	Consultation Required and Completed	Permits Required and Obtained	Project Consistent with Applicable Policies	Conditions and/or Mitigation Actions Required	Note Compliance Documentation
10. Environmental Justice Executive Order 12898	<b>X</b>					The project would provide additional employment opportunities in the community during construction and would provide a new park facility in a low income community lacking such facilities. As discussed above under "Hazards and Nuisances, Including Site Safety," the project vicinity has experienced soil and groundwater contamination due to the former operation of a chemical facility on an adjacent site. However, a health risk analysis for the proposed project determined that this contamination would not pose a significant health risk for park users.
11. HUD Environmental Standards, 24 CFR 51 as amended						
a. Noise Abatement 24 CFR 51B	<b>X</b>					Project construction would generate short-term noise level increases. Local noise ordinances would apply. The proposed project is not a noise-sensitive use and would not generate substantial noise. Significant noise impacts are not anticipated.
b. Landfill Hazards CPD Letter 79-33	<b>X</b>					The project site is not subject to any known landfill hazards (b).
c. Upset Hazards 24 CFR 51B	<b>X</b>					The project site is not subject to any known upset hazards (b).
d. Flammable Oper. 24 CFR 51C	<b>X</b>					The project site is not subject to any known flammable operations or explosives (b).
e. Toxic/Radioactivity HUD Notice 79-33	<b>X</b>					The project site is not subject to any known radioactivity (b). As discussed above under "Hazards and Nuisances, Including Site Safety," the project vicinity has experienced soil and groundwater contamination due to the former operation of a chemical facility on an adjacent site. However, a health risk analysis for the proposed project determined that this contamination would not pose a significant health risk for park users.
f. Airport Clear Zones 24 CFR 51D	<b>X</b>					The project site is not in an airport clear zone (e).

## ***HUD – NEPA – Environmental Assessment***

Project Name and Identification Number: Union Pacific Park/1CE03E

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### **Summary of Findings and Conclusions:**

The proposed project involves the development of a neighborhood park and associated surface parking. The site is currently designated as *I, Industrial*, in Los Angeles County's General Plan and has a zoning designation of *M-1, Light Manufacturing*. The proposed project is allowed under these designations. The project would also be required to conform to the specifications of the East Los Angeles Community Standards District. The site is located in an area dominated by small residential structures and commercial/retail uses on Union Pacific Avenue. The proposed project would be compatible with the scale and character of the surrounding area. The project would not generate any significant noise impacts.

The project site is relatively flat and displays no evidence of erosion or soil suitability problems. No watercourses or water resources are located in the project area. Most of the site is paved over with an unused parking lot and thus has no significant vegetation, although there are a few landscape trees and shrubs on the residential properties. No wildlife was observed on the site.

The project site is adjacent to a former chemical facility. Former operations at the facility resulted in contamination of soil and groundwater in the area. The former chemical facility site is currently undergoing remediation under the oversight of California Environmental Protection Agency, Department of Toxic Substances Control. Soil gas sampling of the project site, and preparation of a human health risk assessment conducted as part of this environmental assessment concluded that cancer-risk was substantially below adopted health risk standards, and the contamination would not create a health hazard for users of the proposed park.

The project would not significantly affect public facilities or services. The project site is partially occupied by three residential structures and one commercial structure, which would be demolished for construction of the park. Relocation assistance would be provided for the current occupants. Implementation of the project would create short-term employment opportunities during construction. The project is not expected to disturb either historic or archaeological resources; nevertheless, if previously unidentified archaeological resources are identified during grading or construction, work will need to be temporarily suspended while the find is evaluated by a qualified archaeologist.

The project would not consume substantial quantities of water or energy or generate substantial quantities of solid waste or wastewater. Nevertheless, water conservation measures and recycling facilities should be incorporated into project design. The project is located outside the 500-year flood area, indicating minimal flooding potential in the area.

The project would conform to all applicable federal, state, and regional air pollution control regulations, both short- and long-term. The project would not significantly affect local or regional air quality. The project would incrementally increase daily traffic volumes in the immediate area; however, project-generated traffic would not significantly affect local roadways.

## ***HUD – NEPA – Environmental Assessment***

Project Name and Identification Number: Union Pacific Park/1CE03E

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### **Summary of Environmental Conditions:**

Most of the project site is a currently unused parking lot. Four parcels are currently occupied by residences and a commercial building and would be demolished for project construction. Vegetation consists of a few landscape trees and shrubs. No unique natural features are present on the site.

### **Project Modifications and Alternatives Considered:**

No unavoidably significant impacts were identified for the proposed project. Therefore, project alternatives or modifications have not been considered.

## ***HUD – NEPA – Environmental Assessment***

Project Name and Identification Number: Union Pacific Park/1CE03E

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### **Mitigation Measures Required:**

The following mitigation measures are required:

- 1. Historic, Cultural, and Archaeological Resources.** No archaeological resources are known to be on the project site. However, in the event that archaeological resources are unearthed during project construction, all earth disturbing work within the project's archaeological area of potential effect (APE) must be temporarily suspended until a qualified archaeologist has evaluated the nature and significance of the find. If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.
- 2. Solid Waste Recycling.** Because of ongoing concerns about available landfill capacity, project design shall incorporate space for separate bins for waste and recyclable materials.
- 3. Water Supply.** Because of ongoing concerns about regional water supplies, the following shall be incorporated into project design:
  - To the degree feasible, landscaped areas shall be designed with drought-tolerant species. Irrigation of planting beds shall be accomplished with drip systems. Planting beds shall be heavily mulched in accordance with water-conserving landscape design practice.
  - All new and renovated structures shall be fitted with water conserving fixtures, including, but not limited to, low flow faucets and toilets.
- 4. Hazards and Nuisances, Including Site Safety.** The following measures shall be implemented:
  - Prior to demolition of onsite structures, surveys shall be undertaken to determine the presence of asbestos containing material (ACM) and lead-based paint (LBP). If ACM and LBP are identified during the surveys, removal and/or handling of the materials shall be conducted in accordance with all applicable regulations
  - Any enclosed buildings designed for human occupancy constructed on the site shall utilize engineering control measures including, but no limited to, vapor migration barriers within any building foundation, and adequate ventilation to support exchange of indoor air with outdoor air, to mitigate any target risk limits exceeded for vapor migration or any other engineering control measure required as a result of an environmental assessment done within one year prior to the construction of improvements to ensure the safety of persons occupying or visiting the property.

## ***HUD - NEPA - Environmental Assessment***

Project Name and Identification Number: Union Pacific Park/1CE03E

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### **References:**

- a. Planning staff, Los Angeles County Department of Regional Planning, phone conversation, October 1, 2001. (CONTACT)
- b. Melissa Mascali, Rincon Consultants, Site Visit, October 3, 2001. (FIELD)
- c. South Coast Air Quality Management District (April 1993), CEQA Air Quality Handbook. (PRINTED)
- d. Captain John Price, Los Angeles County Fire Department Fire Station #3, phone conversation, October 5, 2001. (CONTACT)
- e. Thomas Bros. Maps, The Thomas Guide: Los Angeles/Ventura Counties, 1996 Edition. (PRINTED)
- f. Environmental Systems Research Institute, Inc. (ESRI), Online Hazards Map, <http://www.esri.com/hazards/makemap.html> (ELECTRONIC)

## HUD – NEPA - Environmental Assessment

Project Name and Identification Number: Union Pacific Park/1CE03E

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1. Is the project in compliance with applicable laws and regulations? ☒ Yes ☐ No
2. Is an EIS required? ☐ Yes ☒ No
3. A Finding of No Significant Impact (FONSI) can be made. The project will not significantly affect the quality of the human environment. ☒ Yes ☐ No

### Basic Reasons Supporting Decision:

The proposed project involves the development of a neighborhood park and associated surface parking. The site is currently designated as *I, Industrial*, in Los Angeles County's General Plan and has a zoning designation of *M-1, Light Manufacturing*. The proposed project is allowed under these designations. The project would also be required to conform to the specifications of the East Los Angeles Community Standards District. The site is located in an area dominated by small residential structures and commercial/retail uses on Union Pacific Avenue. The proposed project would be compatible with the scale and character of the surrounding area. The project would not generate any significant noise impacts.

The project site is relatively flat and displays no evidence of erosion or soil suitability problems. No watercourses or water resources are located in the project area. Most of the site is paved over with an unused parking lot and thus has no significant vegetation, although there are a few landscape trees and shrubs on the residential properties. No wildlife was observed on the site.

The project site is adjacent to a former chemical facility. Former operations at the facility resulted in contamination of soil and groundwater in the area. However, a health risk assessment of the project site conducted as part of this study concluded that the contamination would not create a health hazard exceeding adopted health risk standards.

The project would not significantly affect public facilities or services. The project site is partially occupied by three residential structures and one commercial structure, which would be demolished for construction of the park. Relocation assistance would be provided for the current occupants. Implementation of the project would create short-term employment opportunities during construction. The project is not expected to disturb either historic or archaeological resources; nevertheless, if previously unidentified archaeological resources are identified during grading or construction, work will need to be temporarily suspended while the find is evaluated by a qualified archaeologist.

The project would not consume substantial quantities of water or energy or generate substantial quantities of solid waste or wastewater. Nevertheless, water conservation measures and recycling facilities should be incorporated into project design. The project is located outside the 500-year flood area, indicating minimal flooding potential in the area.

The project would conform to all applicable federal, state, and regional air pollution control regulations, both short- and long-term. The project would not significantly affect local or regional air

## ***HUD - NEPA - Environmental Assessment***

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quality. The project would incrementally increase daily traffic volumes in the immediate area; however, project-generated traffic would not significantly affect local roadways.

# ***HUD – NEPA – Environmental Assessment***

Project Name and Identification Number: Union Pacific Park/1CE03E

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## **Mitigation Measures Required:**

The following mitigation measures are required:

1. **Historic, Cultural, and Archaeological Resources.** No archaeological resources are known to be on the project site. However, in the event that archaeological resources are unearthed during project construction, all earth disturbing work within the project's archaeological area of potential effect (APE) must be temporarily suspended until a qualified archaeologist has evaluated the nature and significance of the find. If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.
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  - All new and renovated structures shall be fitted with water conserving fixtures, including, but not limited to, low flow faucets and toilets.
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  - Prior to demolition of onsite structures, surveys shall be undertaken to determine the presence of asbestos containing material (ACM) and lead-based paint (LBP). If ACM and LBP are identified during the surveys, removal and/or handling of the materials shall be conducted in accordance with all applicable regulations
  - Any enclosed buildings designed for human occupancy constructed on the site shall utilize engineering control measures including, but no limited to, vapor migration barriers within any building foundation, and adequate ventilation to support exchange of indoor air with outdoor air, to mitigate any target risk limits exceeded for vapor migration or any other engineering control measure required as a result of an environmental assessment done within one year prior to the construction of improvements to ensure the safety of persons occupying or visiting the property.

The proposed project is not expected to contribute to significant impacts to the environment and a Finding of No Significant Impact can be made.



## ***HUD - NEPA - Environmental Assessment***

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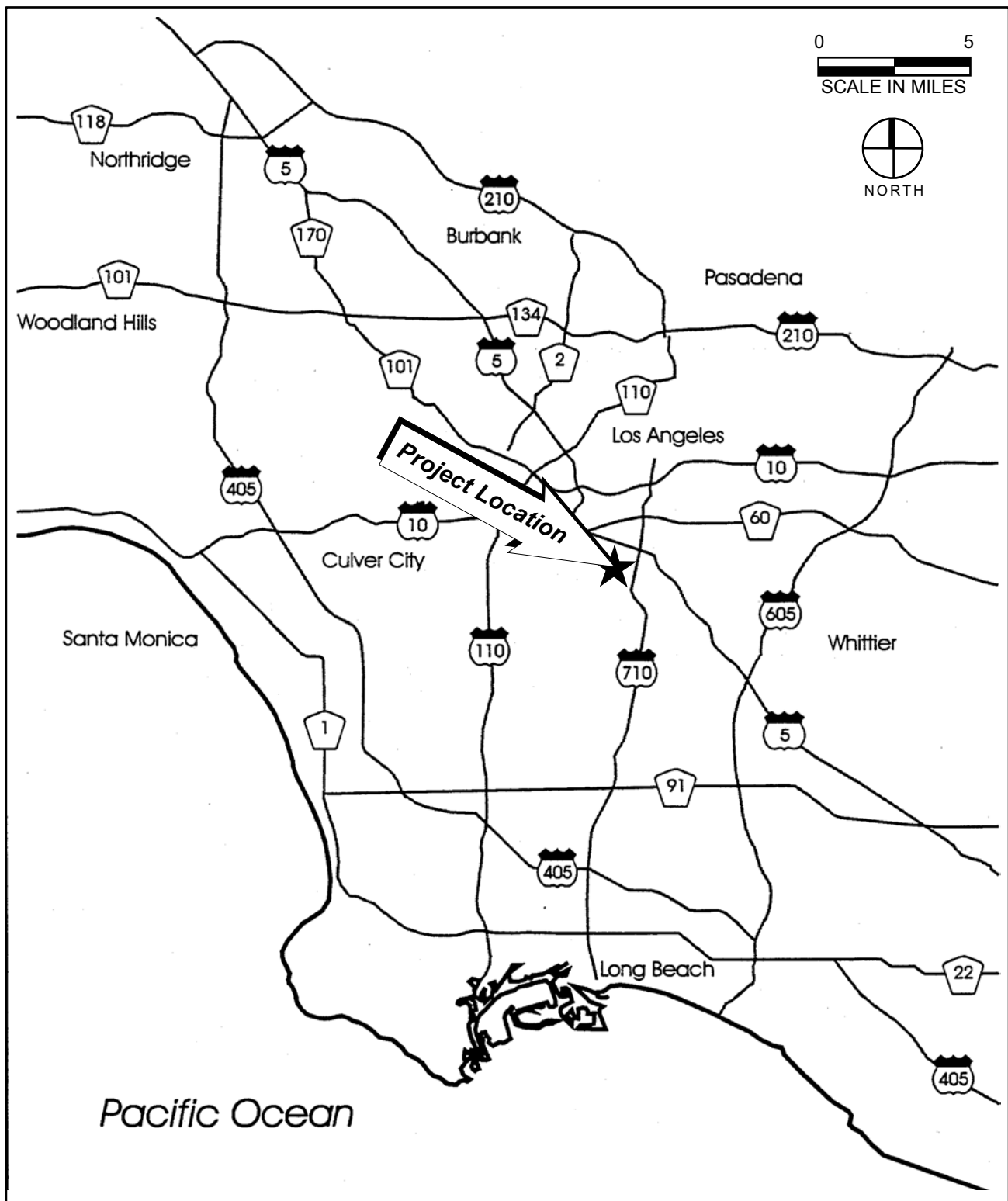
**Prepared by:** Joe Power, AICP

**Date:** October 30, 2001

**Title:** Planning Manager

**Concurred in:** DeAnn Johnson

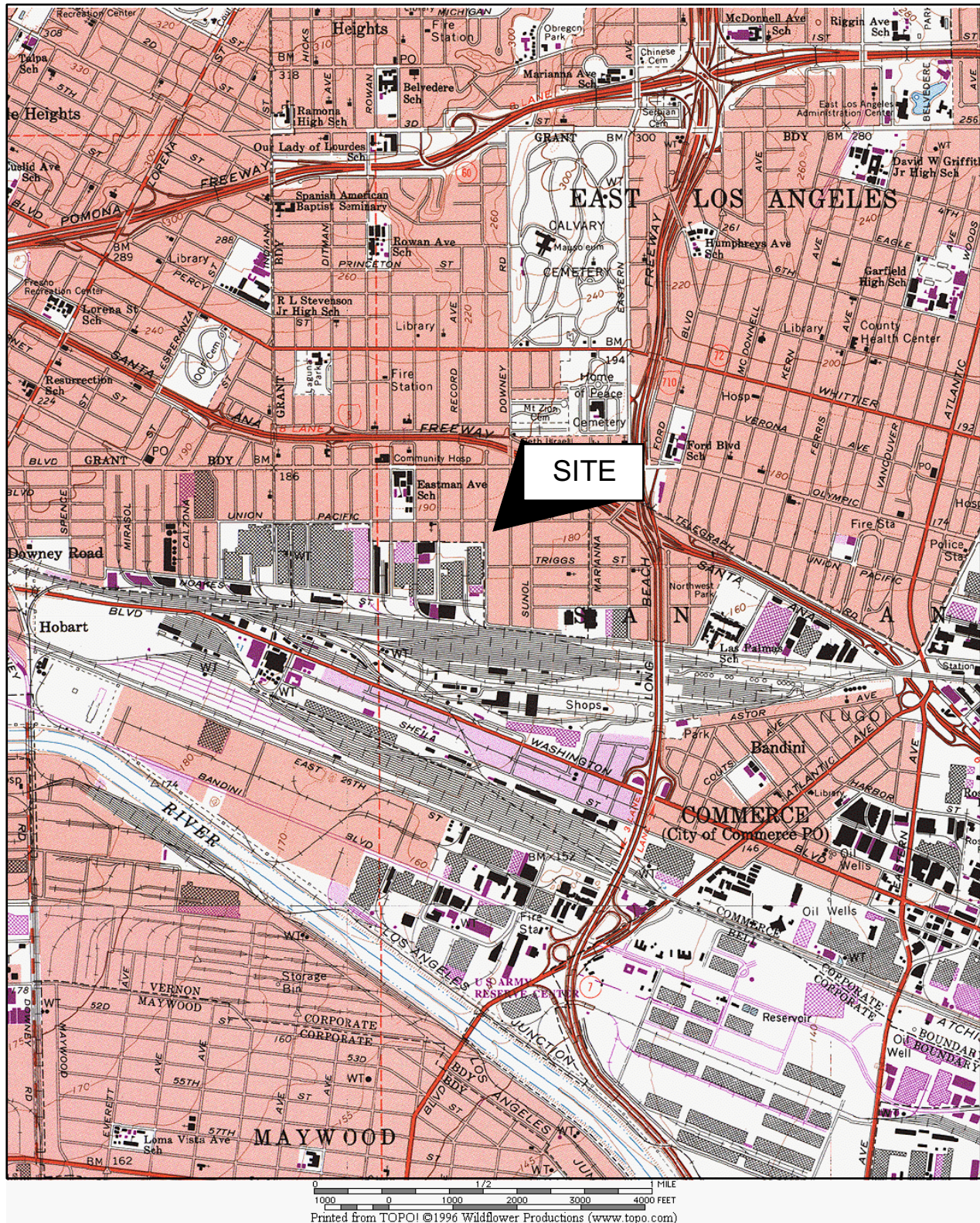
**Title:** Environmental Officer,  
Community Development  
Commission



Regional Location

Figure 1

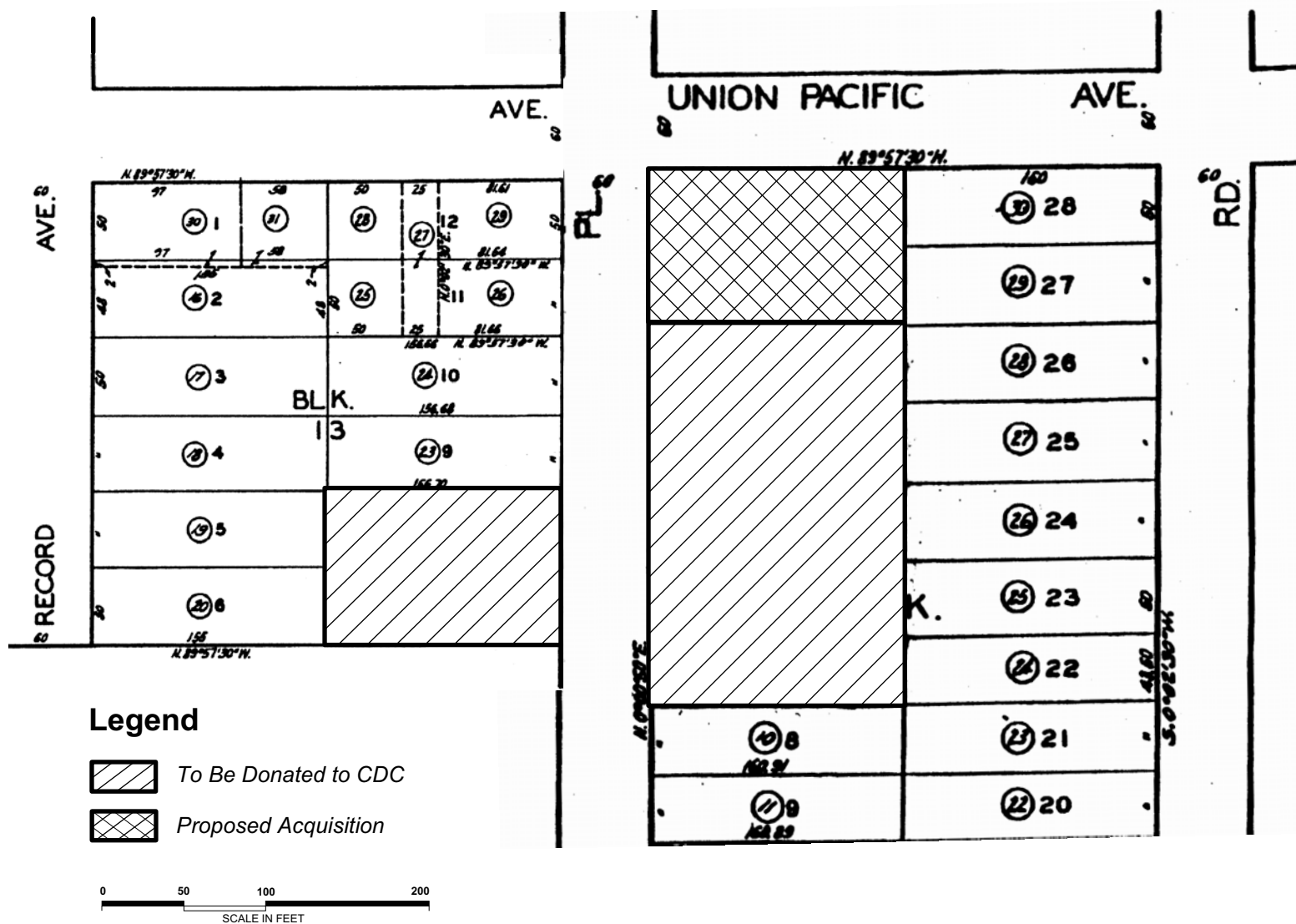




Site Vicinity

Figure 2





Site Location

Figure 3



**Photos 1 & 2** - Views of vacant part of site from the southwest corner and northwest corner, respectively.



**Photo 3** - Vacant part of site on west side of Bonnie Beach Place.



**Photo 4** - Abandoned building adjacent to site on west side of Bonnie Beach Place.

## Existing Site Conditions

Figure 4a





**Photos 5** - 1312 Bonnie Beach Place.



**Photo 6** - 4280 and 4278 Union Pacific Avenue.



**Photo 4** - 4274 Union Pacific Avenue.

## Existing Site Conditions

Figure 4b

LACDC



## Section 106 Review

Date: October 10, 2001

Name: Union Pacific Park

Location: 1318, 1329, 1333, 1338 and 1312 Bonnie Beach Place and 4274, 4278, 4280 Union Pacific Avenue and APN 5241-020-031, Los Angeles, California

Project No.: 1CE03E

### 1. Description of Undertaking

The Los Angeles County Community Development Commission plans to use federal funds to develop the 71,318 square foot site, located at the southwest corner of Bonnie Beach Place and Union Pacific Avenue, with a 55,304 square foot park and a 16,014 square foot surface parking area. The park will include restrooms, playground area, basketball courts, benches, landscaping, lighting and fencing. The four residential buildings located at 4274, 4278, 4280 Union Pacific Avenue and 1312 Bonnie Beach Place in Los Angeles will be demolished. The property at 1329-1333 Bonnie Beach Place will be acquired through donation. The proposed use of the property is as yet unknown.

Off-site improvements may include excavation, curbs, gutters, sidewalks, walkways, pavement, traffic control and mitigation measures including signals, street lighting, street trees, sanitary sewers, storm sewers, including drainage control structures, and installation of public and private utilities.

### 2. Area of Potential Effect

The Area of Potential Effect (APE) includes the subject property, the adjacent property and the property directly across the street. The Assessor's Parcels include 5241-020-001, 002, 003, 004, 005, 009, 031 and 5242-017-021, 022.

### 3. Description of Location of Undertaking

The project site along Union Pacific Avenue (4274-4278-4280) contains three single family residences built during the 1920s through the 1940s. Union Pacific Avenue has a mixture of uses from single family residences to commercial and light industrial.

The project site at 1312 Bonnie Beach Place is a single family residence also built in the 1920s. Adjacent to this property on the south is a large vacant lot, also part of the project site. The lot is paved.

Across Bonnie Beach Place to the west, is a vacant lot, part of the project site in the future. Adjacent to the vacant lot, on the north are two residences built in the 1920s with a recycling center at the corner.

### 4. Historic Resources/National Register Determination

The property at 4274 Union Pacific Avenue was built in 1926. It is a one story rectangular plan bungalow that has extensive alterations to siding, windows and doors. The residence at 4278 Union Pacific Avenue was built in 1926. It is a simple California Bungalow style that has had extensive changes to the siding and windows. The residence at 4280 Union Pacific Avenue was built in 1948 and has also had changes to windows and siding.

The house at 1312 S. Bonnie Beach Place was built in 1923 and is a rectangular plan gable roofed bungalow. it has also had modifications to siding and windows.

All of the above buildings within the project site are slated to be demolished. All four of the residences have had extensive modifications that have changed their original architectural appearance. They have lost their integrity of design and are no longer eligible for listing on the National Register of Historic Places.

The other historic resources within the APE are the residences across Bonnie Beach Place from the project site. The houses at 1319 and 1323-25 were both built in the 1920s and have also been altered from their original appearance with changes to siding and windows. They are no longer eligible for listing on the National Register. The recycling center on the corner of Bonnie Beach Place and Union Pacific Avenue is located behind a tall fence. It is uncertain what, if any, buildings are contained on the site. Across Union Pacific Avenue north of the project site is a tall fence. It is uncertain what lies behind this fence as well.

At present there are no buildings within the APE listed on the National Register or any that appear eligible for listing on the National Register of Historic Places.

## **5. Information from Local Organizations**

No local organizations were contacted because of the lack of significant historic resources within the APE.

## **6. Selected Sources**

California Historical Landmarks, 1990

Dataquick Computerized Real Estate Information

Ethnic Survey, Los Angeles County entries.

Federal Register Listings through January, 1993

Gebhard, David and Winter, Robert, *Guide to Architecture in Los Angeles*, 1985.





Bonnie Beach Place & Union Pacific Ave Los Angeles

5241 20  
SCALE 1" = 80'

1998

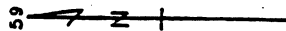
SCALE IN 1/10 OF AN INCH



REVISED  
3-15-60  
170675423300-11

ATTACHMENT A

CODE  
1040



TRACT NO 4301  
M.B. 50-98-99

*Proposed  
acquisition*

*to be  
donated to  
CDC.*

UNION PACIFIC AVE.

4274 4278 4280  
N. 13° 57' 30" W.

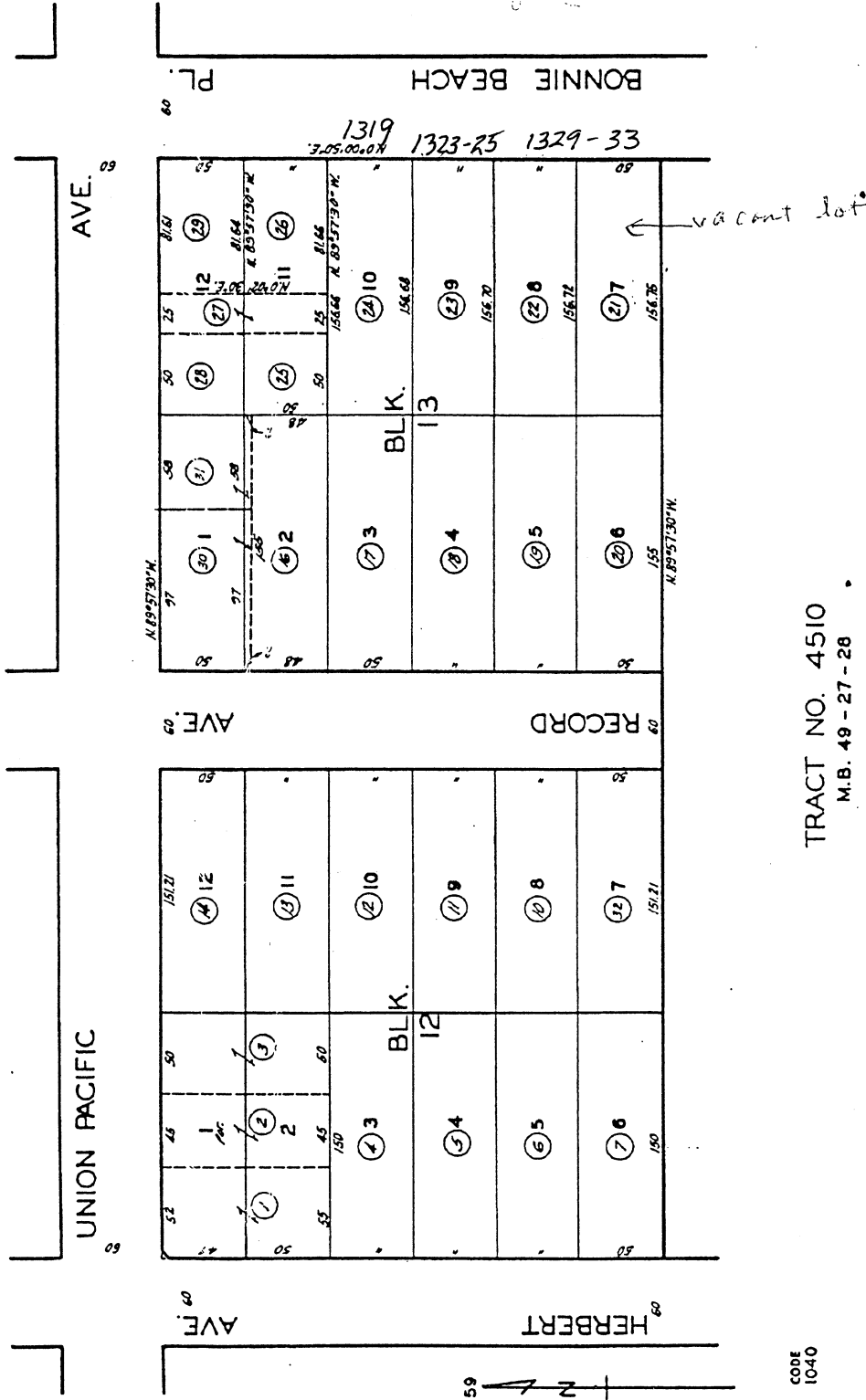
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5242 17

SCALE 1" = 60'

12-3-84  
2203/003

REVISION  
3-27-84



ATTACHMENT B

TRACT NO. 4510  
M.B. 49 - 27 - 28

CODE  
1040

FOR PREV. ASSMT. SEE: 428 - 12

ASSESSOR'S MAP  
COUNTY OF LOS ANGELES, CALIF.





Photo 1

Project site: 4274-4278  
Union Pacific Avenue,  
facing south

8 October 2001



Photo 2

Project site: 4278-4280  
Union Pacific Avenue,  
facing south

8 October 2001





Photo 3

View looking east from  
project site along Union  
Pacific Avenue

8 October 2001



Photo 4

View across the street  
from project site at  
Union Pacific Avenue  
and Bonnie Beach  
Place, facing east

8 October 2001





Photo 5

Project site: 1312  
Bonnie Beach Place,  
facing east

8 October 2001



Photo 6

Project site: vacant lot  
adjacent to 1312 Bonnie  
Beach Place, facing east

8 October 2001





Photo 7

Buildings across the street from 1312 Bonnie Beach Place, facing west, with adjacent vacant lot to the south (1329-33 Bonnier Beach Place)

8 October 2001



Photo 8

Buildings across the street from 1312 Bonnie Beach Place, facing west

8 October 2001

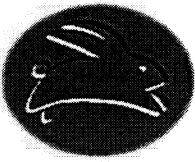


Photo 9

View looking north  
down Bonnie Beach  
Place from project site,  
facing northwest

8 October 2001





**CONEJO  
ARCHAEOLOGICAL  
CONSULTANTS**

2321 Goldsmith Avenue  
Thousand Oaks, California 91360  
805/494-4309  
e-mail mmaki@gte.net

September 30, 2001

Ms. DeAnn Johnson  
Community Development Commission  
County of Los Angeles  
2 Coral Circle  
Monterey Park, California 91755

**Subject: Union Pacific Park - Project No. 1CE03E**

Dear Ms. Johnson:

Archaeological investigations consisting of a record search, project description review and site visit have been completed for the above project located at 1312, 1318, 1329, 1333, 1338 Bonnie Beach Place and 4274, 4278, 4280 Union Pacific Avenue and APN 5241-020-031 in unincorporated Los Angeles County, California (Exhibits 1a,b & 2). This project is expected to have no effect on archaeological resources and no further archaeological investigation is recommended at this time. A brief project description, and the findings and recommendations of this investigation are presented below:

*Project Description*

Federal funds will be used in the development of the 71,318 square foot site with a 55,304 square foot park and a 16,014 square foot surface parking area. The park will include restrooms, playground area, basketball courts, benches, landscaping, lighting and fencing. The four residential structures currently located at 4274, 4278, 4280 Union Pacific Avenue and 1312 Bonnie Beach Place will be demolished and the residents relocated.

Off-site improvements may include excavation, curbs, gutters, sidewalks, walkways, pavement, traffic control and mitigation measures, including signals, street lighting, street trees, sanitary sewers, storm sewers, including drainage control structures, installation of public and private utilities, and all other necessary and appurtenant work.

*Record Search*

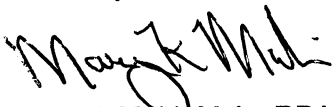
A record search was conducted using the master USGS 7.5' Los Angeles Quadrangle archaeological site and survey map provided by the South Central Coastal Information

structures and parking lots, the likelihood of the proposed project impacting significant archaeological resources is low. Therefore, the proposed project is expected to have no effect on archaeological resources and no further archaeological investigation or monitoring is warranted at this time, as long as the following two conditions are incorporated as conditions of project approval:

1. In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the subject property must be temporarily suspended or redirected until an archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume.
2. If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.

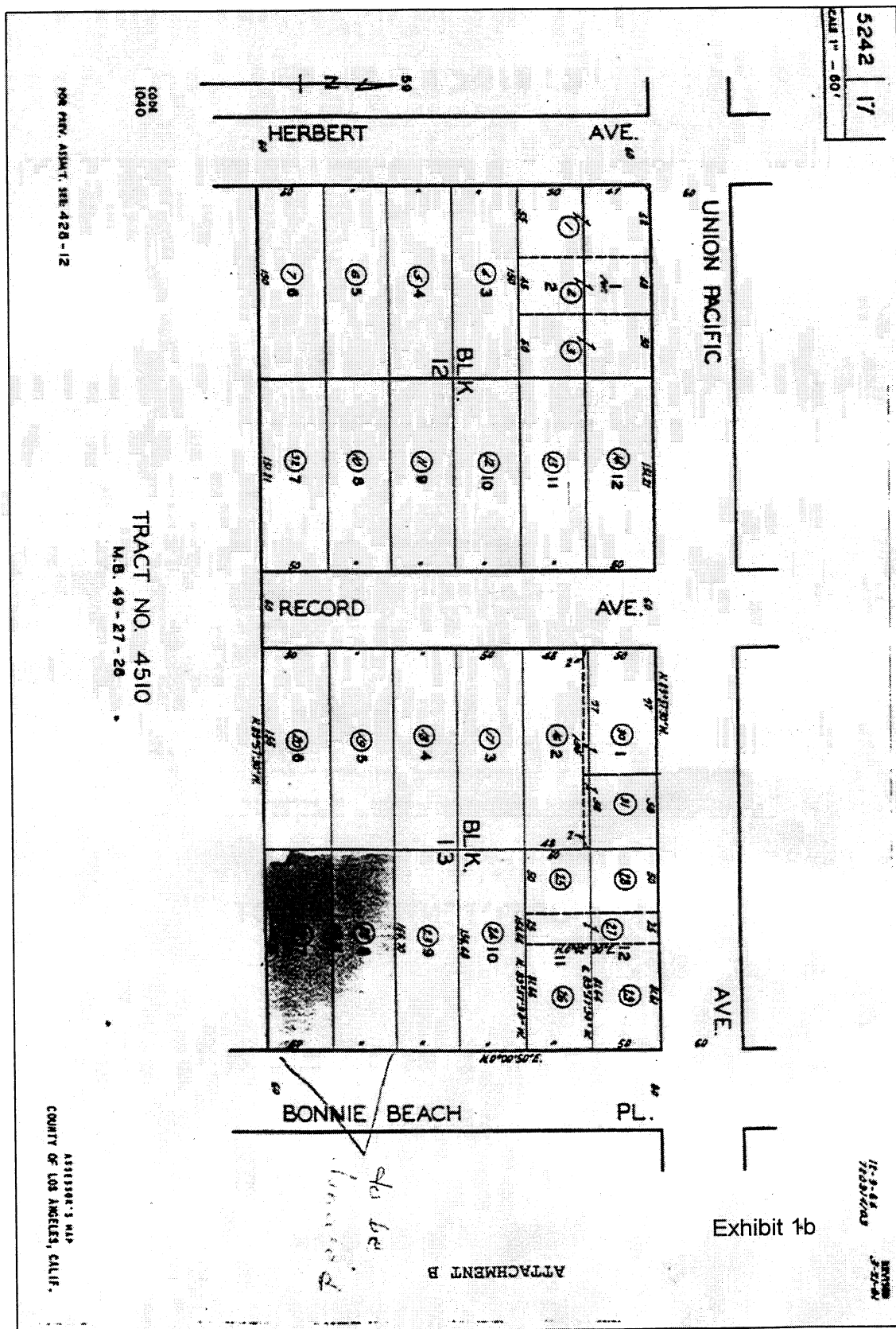
Please call me at (805) 494-4309 or Project Manager Joe Power at (805) 641-1000 if you have any questions. Thank you for using Conejo Archaeological Consultants for your cultural resource management needs.

Sincerely,



Mary K. Maki, M.A., RPA  
Archaeologist

cc: Joe Power, Rincon Consultants  
SCCIC



## APPENDIX A

### MITIGATION AND MONITORING PLAN UNION PACIFIC PARK

The following reflects the mitigation monitoring and reporting program requirements of Public Resources Code Section 21081.6 in accordance with California Environmental Quality Act Guidelines 15097:

*“...In order to ensure that the mitigation measures and project revisions identified in the Environmental Impact Report or negative declaration are implemented, the public agency shall adopt a program for monitoring or reporting on the revisions which it has required in the project and the measures it has imposed to mitigate or avoid significant environmental effects. A public agency may delegate reporting or monitoring responsibilities to another public agency or to a private entity which accepts the delegation; however, until mitigation measures have been completed the lead agency remains responsible for ensuring that implementation of the mitigation measures occurs in accordance with the program.”*

Mitigation Measure	Responsible Party	Monitoring Agency	Monitoring Timing
<b>Historic, Cultural, and Archaeological Resources:</b> No archaeological resources are known to be on the Project site. However, in the event that archaeological resources are unearthed during Project construction, all earth disturbing work within the Project's archaeological area of potential effect must be temporarily suspended until a qualified archaeologist has evaluated the nature and significance of the find. If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner will have 24 hours to notify the Native American Heritage Commission	Contractor	Community Development Commission	Construction
<b>Solid Waste Recycling:</b> Project design shall incorporate space for separate bins for waste and recyclable materials.	Landscape Architect	Community Development Commission	Design
<b>Water Supply:</b> a. Any proposed landscaped areas shall be designed with drought-tolerant species.  b. Planting beds shall be heavily mulched in accordance with water-conserving landscape design practice.  c. Structures shall be fitted with water conserving fixtures, including, but not limited to, low flow faucets and toilets.	Landscape Architect  Landscape Architect/ Operating Agency  Landscape Architect/Contractor	Community Development Commission Community Development Commission Community Development Commission	Design/ Operation  Construction/ Operation  Design/ Construction
<b>Hazards and Nuisances, Including Site Safety:</b> a. Prior to demolition of onsite structures, surveys shall be undertaken to determine	Community Development Commission/	Community Development	Pre-Construction

# APPENDIX A

## MITIGATION AND MONITORING PLAN UNION PACIFIC PARK

the presence of asbestos-containing materials (ACM) and lead-based paint (LBP). If ACM or LBP are identified during the surveys, removal and/or handling of the materials shall be conducted in accordance with applicable state, federal and local regulations.	Consultant/Contractor	Commission	
b. The "Follow-up Lead and Polynuclear Aromatic Hydrocarbons Soil Sampling Assessment" prepared by Rincon Consultants, Inc., dated April 25, 2003 delineated the presence of approximately 225 cubic yards of lead-impacted soil on site Component 3. Prior to the start of construction, lead-impacted soil on Component 3 shall be remediated in accordance with the recommendations set forth in the report. Lead concentrations remaining on site shall not exceed Environmental Protection Agency's Preliminary Remediation Goal for residential property of 150 mg/kg.	Community Development Commission/ Consultant/ Contractor	Community Development Commission	Pre-Construction
c. Following demolition and prior to the commencement of construction, a Phase II Environmental Site Assessment shall be performed on properties located at 1312 South Bonnie Beach, and 4724, 4728, and 4280 Union Pacific Avenue to determine if any areas of environmental concern are present. Any detected areas of environmental concern shall be appropriately mitigated to ensure that any contaminants remaining on site do not pose a risk to human health.	Community Development Commission/Consultant/ Contractor	Community Development Commission	Pre-Construction
d. Any enclosed buildings designed for human occupancy constructed on the Site will utilize engineering control measures including but not limited to vapor migration barriers within any building foundation and adequate ventilation to support exchange of indoor air with outdoor air to mitigate any target risk limits exceeded for vapor migration or any other engineering control measure required as a result of a human health risk assessment completed within one year prior to the construction of improvements to ensure the safety of persons occupying or visiting the property.	Architect/Contractor	Community Development Commission	Design/ Construction
e. In accordance with the Agreement for Conveyance of Real Property to the Community Development Commission of the County of Los Angeles executed on May 17, 2002, Univar USA is required to submit to the Commission, copies of quarterly ground water monitoring reports and soil gas sampling reports and	Community Development Commission	Community Development Commission	Operation

# APPENDIX A

## MITIGATION AND MONITORING PLAN UNION PACIFIC PARK

<p>remediation progress reports required and prepared pursuant to the Corrective Action Consent Agreement between Van Waters and Rogers Inc. and the California Environmental Protection Agency Department of Toxic Substances Control dated June 23, 1995. The Commission shall review the submitted information and if contaminant levels in ground water or soil gas have increased to levels that may represent a health risk to visitors to the Park, the Commission shall require Univar USA, successor to Van Waters and Rogers, to take proactive steps, including but not limited to redesign of its remediation system, to reduce contaminants impacting the site below levels of concern.</p> <p>f. The existing water quality monitoring well located on the southerly portion of property Component 3 shall remain in place. Site preparation and grading activities shall be conducted to avoid disturbance of the well, and Park design shall accommodate reasonable access to the well for on-going groundwater monitoring activities.</p> <p>g. Completion of required mitigation measures will reduce identified hazards and/or conditions below significant levels, however, during site preparation, or construction activity, should any areas of environmental concern, or potentially hazardous materials or conditions be detected on the site, work in the area shall be suspended, the materials, or area of concern shall be appropriately tested, characterized and assessed, and where required, mitigation performed in accordance with all local, state and federal regulations to reduce the hazard below significant levels.</p>	<p>Landscape, Architect, Contractor</p> <p>Landscape, Architect, Contractor, Operating Agency, Community Development Commission</p>	<p>Community Development Commission</p> <p>Community Development Commission</p>	<p>Design/ Construction</p> <p>Design, Pre-construction, Construction, Operation</p>
<p><b>Changes to Required Mitigation:</b> Minor changes to the mitigation measures required as a condition of Project approval are permitted, but can only be made with the approval of the Executive Director of the Community Development Commission of the County of Los Angeles. Any modifications must continue to satisfy the requirements of National Environmental Protection Agency and California Environmental Quality Act, as determined by the Commission.</p>	<p>Community Development Commission</p>	<p>Community Development Commission</p>	<p>Design, Pre-construction, Construction, Operation</p>

APPENDIX B  
RESPONSE TO COMMENTS

*Letter 1*

**COMMENTOR:** James A. Noyes, Director of Public Works, County of Los Angeles  
Department of Public Works

**DATE:** August 8, 2002

**RESPONSE:**

The commentor does not provide any comments with respect to geotechnical engineering or land development (transportation), but notes that the project should incorporate watershed management techniques that eliminate increases in flows to the storm drain system and filter flow to capture contaminants.

As required by the federal Clean Water Act and the State, a National Pollutant Discharge Elimination System (NPDES) State General Construction Permit will be obtained prior to site grading. The Permit will require the preparation of a Storm Water Pollution Prevention Plan (SWPPP) that contains Best Management Practices (BMPs) to control the discharge of pollutants, including sediment, into local surface water drainages during construction.

The project would also be subject to the Los Angeles County Standard Urban Stormwater Mitigation Plan (SUSMP). In accordance with the SUSMP, a Storm Water Management Plan that incorporates BMPs for the long-term operation of the site will be developed and implemented to minimize the amount of pollutants that are washed from the site. Among other things, the SUSMP would likely stipulate the development of vegetated swales or other means to aid in detention/infiltration of surface runoff in order to prevent increases in offsite surface water flows.

APPENDIX B  
RESPONSE TO COMMENTS

*Letter 2*

**COMMENTOR:** David R. Leininger, Acting Chief, Forestry Division, County of Los Angeles Fire Department

**DATE:** July 23, 2002

**RESPONSE:**

The commentor notes a number of County Fire Department design requirements that apply to the proposed project and states that the project would not have significant impacts with respect to erosion control, watershed management, rare and endangered species, vegetation, fuel modification for Very High Fire Hazard Severity Zones, cultural resources, and the County's Oak Tree Ordinance. All project plans, including any future plans for offsite traffic calming measures, will be submitted to the Fire Department for review prior to project implementation. The project will comply with applicable Fire Department requirements.



*Letter 3*

**COMMENTOR:** Raymond E. Dippel, Assistant Environmental Planning Specialist, Los Angeles Unified School District

**DATE:** July 19, 2002

**RESPONSE:**

The commentor expresses concerns about impacts to student walk routes during construction, particularly for Eastman Avenue Elementary School, and suggests a number of mitigation measures to minimize safety impacts. The project site is located more than three blocks from Eastman Avenue Elementary School. As such, onsite construction activity is not expected to directly affect school operations. Construction activity would be primarily limited to the site itself, but may involve some temporary disruption of vehicular and pedestrian routes along Union Pacific Avenue. Such disruptions would be managed in accordance with standard construction practices, which would include the provision of alternate vehicular and pedestrian routes as necessary, and use of signage and flag persons to direct motorists and pedestrians away from any unsafe areas. Temporary fencing would be installed as necessary during construction to secure construction equipment and minimize trespassing and associated safety impacts. With implementation of these and other standard safety practices, significant impacts to local schools are not anticipated.

APPENDIX B  
RESPONSE TO COMMENTS

*Letter 4*

**COMMENTOR:** Stephen J. Buswell, IRG/CEQA Program Manager, Transportation Planning Office, Caltrans District 7

**DATE:** July 15, 2002

**RESPONSE:**

The commentor notes that oversized transport vehicles on state highways require a Caltrans transportation permit and suggests that large size truck trips be limited to off-peak commute periods. Construction contractors will obtain any necessary permits prior to transport of construction equipment and materials on state highways. Truck trips would be limited to off-peak hours to the degree feasible in order to avoid unnecessary traffic delays.

APPENDIX B  
RESPONSE TO COMMENTS

*Letter 5*

**COMMENTOR:** Harlan R. Jeché, Unit Chief, Southern California Cleanup Operations  
Branch - Glendale Office, Department of Toxic Substances Control

**DATE:** July 10, 2002

**RESPONSE:**

The commentor asks what regulatory agency provided oversight for the soil gas sampling and health risk assessment for the site, states an opinion that the MND should identify a mechanism to initiate any additional investigation and/or remediation that may be needed, and notes that construction should be halted if soil contamination is found onsite. The soil and soil gas sampling and health risk assessment were conducted by Rincon Consultants, Inc. under the supervision of the Community Development Commission of the County of Los Angeles. The documentation was reviewed and validated by the County's Department of Health Services. An area of lead-impacted soil was identified on the site and remediated under the over-sight of a California Department of Health Services certified contractor. With removal of the lead-impacted soil, health risks have been determined not to be significant. If soil contamination is found or suspected during site grading, onsite grading/construction activity will be suspended until the nature of the contamination is determined and, if necessary, the contamination is remediated (most likely, by removal and proper disposal of any contaminated soil in accordance with applicable regulations).

**DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**COMMUNITY DEVELOPMENT COMMISSION  
OF THE COUNTY OF LOS ANGELES**

**AND**

**SHANE'S INSPIRATION  
A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION**

**September 23, 2003**

**UNION PACIFIC PARK**

**UNION PACIFIC REVITALIZATION AREA**

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES (the "Commission") and SHANE'S INSPIRATION, a California non-profit public benefit corporation, (the "Developer"). The Commission and the Developer agree as follows:

### I. [§100] SUBJECT OF AGREEMENT

#### A. [§101] Purpose of this Agreement

The purpose of this Agreement is to effectuate the development of a community park, and a basketball court as described herein within the Union Pacific Park (the "Project") in the Union Pacific Revitalization Project Area ("Project Area") by providing for the development of that certain real property (the "Site") as legally described in Attachment No. 2, Legal Description of the Site, included within the boundaries of the Project Area. Pursuant to the terms and conditions of this Agreement, Developer will improve the Site with a 1.62 acre community park (the "Park"). The Park will be located at 1338 Bonnie Beach Place and will consist of a playground area, benches, restrooms, landscaping, lighting, fencing and parking. The Site includes a parcel located directly across on the west side of Bonnie Beach Place will be developed with a basketball court and surface parking. Any other improvements shall be approved by the Commission in accordance with this Agreement.

The development of the Site pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the Commission and the County of Los Angeles (the "County"), and the health, safety, morals, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements.

#### B. [§102] Reserved

#### C. [§103] The Project Area

The Project Area is located in the unincorporated area of Los Angeles County, California.

#### D. [§104] The Site

The Site is owned by the Commission and is that certain real property shown on the Map of the Site (Attachment No. 1) located at 1338 Bonnie Beach Place in the unincorporated Union Pacific area of Los Angeles County.

E.     [§105]           Parties to this Agreement

1.     [§106]           The Commission

The Commission is a public body, corporate and politic, exercising governmental functions and powers and created and established under the State of California Health and Safety Code Section 34100 et seq. The office of the Commission is located at 2 Coral Circle, Monterey Park, California 91755. "Commission", as used in this Agreement, includes the Community Development Commission of the County of Los Angeles and any assignee of or successor to its rights, powers, and responsibilities and includes all respective officials, officers, employees and authorized representatives of the Commission.

2.     [§107]           The Developer

The Developer is Shane's Inspiration, a California non-profit public benefit corporation. The principal office of the Developer, for the purposes of this Agreement, is located at 4804 Laurel Canyon Boulevard, #542, Valley Village, California 91607. Wherever term "Developer" is used herein, such term shall include any permitted assignee or successor in interest as herein provided.

The qualifications and identity of the Developer and of the Project team (as referenced in Section 304 below) are of particular concern to the County and the Commission, and it is because of such qualifications and identity that the Commission has entered into this Agreement with the Developer. No voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement without the prior written approval of the Commission, which approval shall be granted or withheld in the Commission's sole discretion. This Agreement may be terminated by the Commission in its sole discretion upon written notice if there is any significant change (voluntary or involuntary) in the membership, management, or control of the Developer prior to the completion of the development of the Site as determined by Commission in its sole discretion as evidenced by the issuance of a Certificate of Completion therefor.

The Developer shall not assign all or any part of this Agreement, except as expressly permitted by this Agreement, without the prior written approval of the Commission, which approval shall be granted or withheld in the Commission's sole discretion.

F.     [§108]           Prohibition against Change in Ownership Management and Control of Developer

The Developer represents and agrees that prior to issuance by the Commission of a Certificate of Completion and without the prior written approval of the Commission in the Commission's sole discretion, there shall be no significant change in the

ownership of the Developer or in the relative proportions thereof, or with respect to the identity of the parties in control of the Developer or the degree thereof, by any method or means.

The Developer shall promptly notify the Commission of any and all changes whatsoever in the identity of the parties in control of the Developer and the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information.

The restrictions of this Section 108 shall terminate upon issuance by the Commission of a Certificate of Completion for the Site.

G.     [§109]         Definitions

1.     [§110]         County

The term "County" shall mean the "County of Los Angeles" and includes all of the respective officials, officers, employees, and supervisors of the County.

2.     [§111] Commission Representatives

The term "Commission Representatives" shall mean and include all of the respective successors, assignees, agents, officials, employees, independent contractors, principals, officers, attorneys, accountants, staff, and commissioners, of the Commission.

3.     [§112]         County Representatives

"County Representatives" shall mean and include all of the respective successors, assignees, agents, officials, employees, independent contractors, principals, officers, attorneys, accountants, staff, and supervisors of the County.

4.     [§113]         Scope of Development

"Scope of Development" shall mean and include all work as identified on Attachment No. 4 to this Agreement.

5.     [§114]         Developer Representatives

"Developer Representatives" shall mean and include all of the respective principals, officers, directors, and designated staff of Developer.

6. [§115] Governmental Restrictions

"Governmental Restrictions" shall mean and include any and all laws, statutes, ordinances, codes, rules, regulations, writs, injunctions, orders, decrees, rulings, conditions of approval, authorizations or income restrictions for income qualified households, now in force or which may hereafter be in force, of any governmental entity, agency or political subdivision, including without limitation all applicable federal and state labor standards.

7. [§116] Losses and Liabilities

"Losses and Liabilities" shall mean and include all claims, causes of action, liabilities, losses, damages, injuries, expenses (including, without limitation, attorneys' fees and court costs), charges, penalties or costs of whatsoever character, nature and kind, whether to property or to a person, and whether by direct or derivative action, known or unknown, suspected or unsuspected, latent or patent, existing or contingent.

8. [§117] Construction Documents

The Construction Documents will consist of all documents necessary to construct the Project including but not limited to plans, standard drawings, details, specifications, construction contract, schedules, addenda, modifications, reference standards, calculations, reports, cost estimates, value engineering studies, constructability reviews, and related documents including assignments thereof under Section 318 below.

9. [§118] Off-Site Improvements

"Off-Site Improvements" are those improvements required to be constructed on or within the public right-of-way, outside the property line(s) of the Site. Off-Site improvements are the responsibility of the Developer and are identified in the Scope of Development, Attachment No. 4.

II. [§200] DEVELOPMENT OF THE SITE

A. [§201] Governmental Approvals

The Developer, at its sole cost and expense, is responsible for obtaining all building, planning, and other approvals necessary to permit for the construction, use, operation, and maintenance of the Project. The Developer, at its sole cost and expense, is responsible for building permits and other governmental agency permits and approvals necessary to permit the construction of the Project in accordance with the Scope of Development and the provisions of this Agreement.



B.     [§202]           Preliminary Work by the Developer

From the date of this Agreement, representatives of the Developer and Developer's contractors, subcontractors, agents, employees, invitees, and licensees shall have the right of access to and entry upon the Site at all reasonable times for the purpose of obtaining data, making studies desired by Developer, preparing plans and conducting tests necessary to carry out this Agreement. The Commission shall have access to all data and information on the Site compiled by the Developer.

Any work undertaken on the Site by the Developer shall be done only after Developer has provided a written description of the work to the Commission to be performed and has obtained prior written consent of the Commission. Copies of all data, surveys, and tests obtained or made by the Developer on the Site shall be promptly delivered to the Commission. Any work by the Developer shall be undertaken only after securing any necessary permits from the appropriate governmental agencies.

The Developer shall defend and indemnify and hold the Commission and all Commission Representatives, and each of them, harmless from and against any and all Losses and Liabilities resulting from any injury, death, damage to person or property, or other damages including without limitation damages incurred by the Commission in relation to those portions of the Site so entered, arising out of any activity of the Developer or its contractors, subcontractors, agents, employees, invitees or licensees on, or relating to, such portions of the Site, except for liability arising solely from the negligence or willful misconduct of the Commission, County, and/or their representatives.

Prior to entering onto any portion of the Site, the Developer shall obtain and deliver to the Commission a certificate(s) evidencing that the insurance coverage has been obtained which satisfies the requirements set forth in Section 313 below, protects against all such potential Losses and Liabilities and names the Commission and County as additional insureds.

C.     [§203]           Reserved

D.     [§204]           Reserved

E.     [§205]           Construction Contract

By the deadline specified in Attachment No. 3, Schedule of Performance, Developer agrees to deliver to the Commission a fully executed written agreement (the "Construction Contract") for construction of the Scope of Development on the Site. Such Construction Contract shall obligate a reputable and financially responsible general contractor ("General Contractor"), who is bonded as required herein, appropriately licensed in California, and experienced in completing the type of Scope of Development and Site work contemplated by this Agreement to commence and

complete the development and construction of the Scope of Development and Site work to be constructed on the Site in accordance with this Agreement. The Construction Contract shall be a guaranteed maximum cost contract assuring completion of the Scope of Development for a fixed price, subject to such reasonable adjustments as are customarily allowed with respect to such contracts for authorized change orders or other like matters. The fixed price for the Construction Contract shall be in an amount that, when added to all consultant fees, charges, Developer's fees, fixtures, taxes, interest, start-up and other costs and expenses associated with developing and completing the Scope of Development and Site work (the aggregate of these costs is sometimes referred to collectively as "Development Costs") does not exceed the total Development Costs of \$1,400,000.

F.      [§206]      Developer Compensation and Contingency Set Aside

Construction of the Park will be funded entirely with Proposition A Funds allocated for this purpose to the Commission by the Los Angeles County Regional Park and Open Space District. In the event these funds are not provided, this Agreement will automatically terminate as provided for under Section 725. The portion of the Proposition A Funds that will be paid to the Developer is a total not to exceed \$1,400,000. Of this Development Cost not to exceed \$1,400,000, up to \$1,135,000 may be used to pay for the construction contract amount. Additionally, the Developer shall set aside a construction contingency amount equal to 10% of the construction contract amount (i.e. \$120,000). This contingency may be used to increase the construction contract amount by change orders, and may be released in proportion to the percentage of construction completed, subject to written approval by the Commission. The remaining balance of approximately \$100,000 (after deducting the sum of \$1,135,000 for construction contract amount, and \$45,000 for a developer's fee, and \$120,000 for contingency from the Total Development Cost of \$1,400,000) may be used to pay for all related hard cost and/or soft cost items, including items such as construction costs, on-site cost, off-site costs, fees such as plan check fees, building permit fees, approval fees, and any other construction related cost.

The Developer shall submit all items required by this Section and Section 300 below and shall obtain the Commission's written approval of the Construction Contract and the General Contractor by the deadline specified therefor in the Schedule of Performance. The Commission's approval or disapproval of any Construction Contract will not constitute a waiver by the Commission of any breach or violation of this Agreement that is a result of acts that are or purport to be in compliance with or in furtherance of said Construction Contract, unless such approval by the Commission expressly so provides.

The Developer shall earn a project management fee of up to \$31,000 under the Design Contract for providing project management services. Additionally, the Developer shall earn a developer fee of up to \$45,000, for its service of implementing the scope of work under this Agreement. This total fee of \$76,000 may be earned in the

following manner: \$31,000 payable in monthly installments, through the course of construction, and subject to the requirements under the Design Contract, including back-up invoices. The percentage completion of construction shall be determined exclusively by the Construction Management Division of the Commission.

Upon completion of construction as evidenced by a certificate of substantial completion by the architect of record, and subject to CDC written concurrence, \$25,000 shall be released to Developer. The remaining \$20,000 shall be payable to the Developer two months after substantial completion of construction, punch list items, certified as-built drawings, receipt of all warranties and product literature, and other close out documents. The Commission reserves the right to audit any and all of Developer's records, books and other documents relating to this Project and the Development Fee.

### III. [§300] DEVELOPMENT OF THE SITE

#### A. [§301] Development of the Site by the Developer

##### 1. [§302] Scope of Development

The Site shall be developed as provided in the Scope of Development, incorporated herein and attached as Attachment No. 4.

##### 2. [§303] Development Schedule

The Developer shall prepare and submit a detailed Development Schedule, consistent with the Schedule of Performance, for the development of the Site to the Commission for review and approval within the time established in the Schedule of Performance.

The Development Schedule shall be developed and submitted in Critical Path Method (CPM) network configuration using MS Project, Suretrack, Primavera or equivalent as approved by the Commission. The scope of this schedule will comprise all discrete functions from project start to completion, necessary to deliver the Scope of Development per the contractual requirements. The construction portion will be included in this schedule as a summary of the more detailed Construction Schedule described in Section 310.

##### 3. [§304] Project Team Staffing Plan; Contractor

The Developer shall prepare and submit a Project Team Staffing Plan (Plan) to the Commission for review and approval within the time established in the Schedule of Performance. The Plan shall contain an organizational chart showing all component functions and reporting relationships, and the related staff for all activities, including a separate narrative describing the roles and responsibilities of all

development project team members, such as architects, civil engineers, geotechnical engineers, general contractor, Developer and any other organizations that are a part of the development effort. Experience (curriculum vitae) and contact information should be provided for all principals, Board of Director members, and key personnel within Developer, as well as any outside consultants, accountants, architects and legal counsel. Signed contracts with these outside parties shall be included in the Plan. Where the Plan utilizes organizations other than Developer's, a company profile must be provided for each. A detailed resume for each individual on the organizational chart must be included.

Developer shall provide the following items for Commission prior review and approval with respect to the selected general contractor and construction manager proposed to be used on the project:

- (a) Resume (curriculum vitae) for company and principals.
- (b) Last three years corporate/personal tax returns.
- (c) Personal financial statement for all principals.
- (d) Relevant credit reports.
- (e) Licenses in good standing.
- (f) Executed contract with Developer for the work.

#### 4. [§305] Design Contract; Basic Concept Drawings

The Developer has already entered into a Reimbursable Contract for Design Services ("Design Contract") with the Commission under the Commission's Community Development Block Grant Program, dated February 25, 2003. Under the existing Design Contract, the Developer is required to provide design services for the purpose of developing this Project. If there are any conflicting requirements between the Design Contract and the Development Agreement, the more restrictive requirement(s) to the benefit of the Commission as determined by the Commission in its sole discretion shall govern (this will apply to, but not be limited to, Sections 306, 307, 308, 309, 310, and 311). Furthermore, the Developer will coordinate the requirements under the Design Contract with the requirements under the Development Agreement such that there will be continuity and no breakdown in the transition between any development phase, including: the design/predevelopment phase, construction phase, and permanent/operating phase.

The Developer shall prepare and submit Basic Concept Drawings and related documents for the development of the Site to the Commission for review and

approval within the time established in the Schedule of Performance. Basic Concept Drawings shall include a site plan, floor plan, elevations, and other drawings describing the scale and character of the Project, including but not limited to site improvements, landscaping, and infrastructure.

The Site shall be developed as generally established in the Basic Concept Drawings and related documents except as changes may be mutually agreed upon between the Developer and the Commission. Any such changes shall be within the limitations of the Scope of Development (Attachment No. 4).

Pursuant to the Design Contract described above, the Developer and its design team shall prepare and obtain the Commission's approval for the following phases of design: schematic design; design development; construction cost estimates for schematic design and design development, including any value engineering analysis; and constructibility review. The Commission agrees to provide its approvals of each phase so as not to delay Developer from meeting the Schedule of Performance.

5.      [§306]           Finish Grading Plans

The Developer shall prepare and submit to the Commission for its approval preliminary and final grading plans for the Site. Those plans shall be prepared and submitted within the times established in the Schedule of Performance. The Commission agrees to provide its approvals so as not to delay Developer from meeting the Schedule of Performance.

The grading plans shall be prepared by a California licensed civil engineer. Such civil engineer may be the same firm as the Developer's architect.

6.      [§307]           Construction Plans, Drawings, and Related Documents

Pursuant to the Design Contract, the Developer will prepare and submit preliminary construction drawings, a detailed cost estimate, final construction drawings (100% complete), a revised detailed cost estimate, landscape plans, public improvement, street plans, equipment specifications, and related documents (collectively the "Construction Documents") to the Commission for review and written approval within the times established in the Schedule of Performance (Attachment No. 3) as mutually agreed upon in writing by the parties. The Construction Documents shall include all related work for the Scope of Development, including but not limited to architectural, civil engineering, structural engineering, electrical, mechanical, plumbing, and landscape, all on-site and off-site work. The Construction Documents are to be in conformance with the requirements set forth in this Agreement and the Scope of Development, Attachment No. 4.

The final working drawings (100% construction documents) submittal shall contain a complete and coordinated package adequate to obtain building permits and build the project with a minimum of change orders consistent with industry standards for projects of this type. The Developer and design team shall submit evidence of a constructability review from a licensed contractor or construction management firm knowledgeable in the type of construction and project proposed. A final cost estimate shall be submitted reflective of the various value engineering and constructability review efforts to date.

If the final construction document package and actual cost proposed by the general contractor exceeds the available budgeted sources for all hard cost, soft cost, on-site cost, and off-site cost of \$1.4 million (the Development Cost), the Developer will be required to make adjustments to the design and/or to value engineer the Project subject to the advance written approval of the Commission to meet funding constraints, at no additional cost to the Project. See Section 205 and 206.

Prior to construction, during the design phase while changes to the design can still be made, the Developer shall provide design documents, construction documents, specifications, and any other construction-related documents to both the Commission, and the Los Angeles County Department of Parks and Recreation to review for compliance with their design specifications, and for value of improvements to be received based on cost estimates, and the construction budget. These reviews will be coordinated with the requirements specified in the Commission's Community Development Block Grant Program, Reimbursable Contract by and between the Commission and Shane's Inspiration, dated February 25, 2003.

During the preparation of all Construction Documents, the Commission and the Developer shall hold regular progress meetings to coordinate the preparation of, submission to, and review of Construction Documents, by the Commission. The Commission and the Developer shall communicate and consult as frequently as is necessary as determined by the Commission to insure that the formal submittal of any documents to the Commission can receive prompt and speedy consideration.

If any revisions or corrections of plans approved by the Commission and the County of Los Angeles Department of Parks and Recreation shall be required by any government official, agency, department, or bureau having jurisdiction over the development of the Site, the Developer and the Commission shall reasonably cooperate in efforts to develop a mutually acceptable alternative. In the event the parties cannot reach agreement on feasible design alternatives consistent with the Project purposes and budget, either party may elect to terminate this Agreement by written notice subject to terms under this Agreement.

7. [§308] Commission Approval of Plans, Drawings, and Related Documents

Subject to the terms of this Agreement, the Commission shall have the right of architectural review of all Plans and submissions, including any proposed changes therein. Such review will evaluate the Project on criteria including but not limited to the following:

- A. Improvements shall be well crafted with variations in massing, fenestration, scaling elements, changes in materials, texture, color treatment and landscaping.
- B. Compatibility with surrounding neighborhood.
- C. Site circulation shall be clear and function effectively.
- D. Parking design shall be functional and efficient.
- E. The Project shall provide a safe and secure environment and implement crime prevention through environmental design (CPTED).
- F. Landscaping shall offer functional and aesthetic benefits to the public domain.
- G. Environmental conservation measures shall have been incorporated into the design, with recycled materials, drought tolerant landscaping, and other measures.

Developer shall also obtain any architectural and site planning review required by any agency, department, board, or commission of the County within the times required for review of such Plans and submissions and approval thereof. The Developer shall also submit any Plans and submissions required for development permits or building permits to be issued by County departments or other public agencies.

The Commission shall approve or disapprove the Plans, referred to in Section 305, 306 and 307 of this Agreement within the times established in the Schedule of Performance (Attachment No. 3). Failure by the Commission to either approve or disapprove the Plans within the times established in the Schedule of Performance shall be deemed an approval by Commission hereunder only if such failure continues for an additional ten (10) days after Developer has given the Commission written notice that the time for review provided under the Schedule of Performance has expired and no approval or disapproval has been received by Developer. The notice shall be accompanied by an additional set of the Plans for which approval is sought, and shall include a cover letter stating prominently that the

continued failure by the Commission to approve or disapprove the Plans will result in a deemed approval. Any disapproval shall state in writing (the "Notice of Disapproval") the reasons for disapproval and the changes, which the Commission requests to be made. Such reasons and such changes must reasonably be consistent with the Scope of Development (Attachment No. 4) and any items previously approved or deemed approved hereunder by the Commission. The Developer, upon receipt of a Notice of Disapproval shall revise the Plans and resubmit them to the Commission within fifteen (15) days after receipt of the Notice of Disapproval. Any resubmission(s) shall be approved or disapproved and revised within the times set forth herein with respect to the initial submission of such Plans. Notwithstanding the above time periods, if the Commission is required by law to hold a public meeting of the Commission, or any agency thereof, before the action specified is to be taken, the period for such action by the Commission shall be extended by a reasonable amount of time for the holding of such public meeting and the times for Developer's performance under this Agreement as set forth in the Schedule of Performance shall be extended by a like amount of time.

The Developer may during the course of construction make minor field changes without seeking the approval of the Commission. Minor field changes shall be defined as those changes from the approved plans, which have no material effect on the Scope of Development or adverse effect on the approved budget. If the Developer desires to make any change in the Plans after their approval by the Commission, other than minor field changes, the Developer shall submit the proposed change to the Commission for its approval. If the Plans, as modified by the proposed change, conform to the approved budget, the requirements of Section 305 of this Agreement, the approvals previously granted by the Commission under this Section 308, and the Scope of the Development, the Commission shall not unreasonably withhold or delay its approval of the proposed change. The Commission shall not be deemed to have unreasonably withheld its consent to any proposed change by the Developer of any construction or equipment specification expressly set forth in the Scope of Development, where substitute materials or equipment are proposed by the Developer which the Commission has reasonably determined to be of inferior quality. The Commission shall approve or disapprove the proposed change and notify the Developer in writing within ten (10) business days after submission to the Commission. Such change in the Plans shall be deemed approved by the Commission only if such failure to approve or disapprove continues for an additional ten (10) days after Developer has given the Commission written notice that the time for review provided under this Section 308 has expired and no approval or disapproval has been received by Developer. The notice shall be accompanied by an additional set of the Plans for which approval is sought, and shall include a cover letter stating prominently that the continued failure by the Commission to approve or disapprove the Plans will result in a deemed approval.

The Developer understands that any administrative approval by Commission staff of any Plans or other submissions by the Developer shall not be construed to constitute an approval by any County agencies such as the Department of Regional Planning or the Department of Public Works, and the County shall retain full



and absolute discretion respecting the granting or withholding of County approvals required by applicable Governmental Restrictions in connection with the construction of the Scope of Development and the use of the Site.

8.     [§309]           Cost of Construction

The cost of design and developing the Site and constructing all improvements thereon shall be borne by the Developer except as otherwise expressly provided in this Agreement.

9.     [§310]           Construction Schedule

The Developer shall promptly begin and thereafter diligently prosecute to completion, the construction of the improvements and the development of the Site in accordance with the Schedule of Performance (Attachment No. 3). The Developer shall begin and complete all construction and development within the times specified in the Schedule of Performance or such reasonable extension of said dates as may be granted by the Commission or as provided in Section 604 of this Agreement. The Schedule of Performance is subject to revision from time-to-time as mutually agreed upon in writing between the Developer and the Commission's Executive Director or designee.

From the start and during the period of construction, the Developer shall prepare and submit a detailed Construction Schedule to the Commission for review and approval within the time established in the Schedule of Performance. The Construction Schedule shall be developed and submitted in Critical Path Method (CPM) network configuration using Microsoft Project, Suretrack, or approved equivalent. The schedule shall be consistent with the Schedule of Performance, and shall follow the recommendations of the latest edition of the Associated General Contractors of America book, *Using CPM in Construction*. The original submittal and required monthly updates shall be submitted on floppy disk and two plotted hard copies (this will include both Gantt chart and CPM network plots, and related reports as requested by the Commission).

10.    [§311]           Bid Phase Review

The Scope of Work is subject to State of California prevailing wage laws. Therefore, the Developer shall include all such requirements in the Construction Documents and conduct the ongoing contract administration according to the requirements, including the wage decision in effect at the time of this Agreement.

The Developer's Contractor and each Subcontractor shall be responsible for complying with all labor requirements of the State of California prevailing wage laws, regulations, codes, etc. which are applicable to this contract. They include, but are not limited to, the following: California Labor Code Section 1770 et seq., which requires

contractors to pay their workers based on the prevailing wage rates established and issued by the Department of Industrial Relations (DIR), Division of Labor Statistics. These rates can be obtained on the website at [www.dir.ca.gov](http://www.dir.ca.gov), or by contacting the Community Development Commission, Construction Management Division, Labor Compliance Unit for prevailing wage rates on file.

The Developer's Contractor and each Subcontractor working on this Project shall submit all required Labor Compliance forms, described herein, to the Commission before the start of construction. The Contractor shall submit to the Commission all of its certified payrolls in a format acceptable to the Commission for each pay period within seven (7) days after the pay period has ended. The Contractor shall also collect, review and submit to the Commission all of its subcontractors' payrolls for each pay period within seven (7) days after the pay period has ended. Contractor's failure to submit its payrolls or any subcontractor payrolls within seven (7) days after the pay period has ended, is a violation of this Agreement and entitles the Commission to withhold up to ten percent (10%) from any pending progress payment in addition to the regular ten percent (10%) retention withholding until all such payrolls are received. Additionally, Contractor's and/or subcontractor failure to pay employees for all hours worked on the Project site will result in all wages due to the employees to be withheld from the current progress payment, until all such underpayments are fully resolved. Repeated, ongoing or flagrant failures by the contractor and/or subcontractor to submit the required forms, its payrolls or the payrolls of its subcontractors in a timely manner and in accordance with this provision will constitute a material breach of this Agreement, which may result in the Commission terminating this Agreement for default.

In addition to meeting applicable state and bidding requirements, Developer shall adhere to any related procedures and requirements imposed by the Commission. Prior to going out to bid and award of bid, the Developer shall submit the bid package to the Commission for review and approval five (5) days prior to any bidding.

Once the bids are received, the Developer shall prepare a bid evaluation and review all submittals with Commission staff for compliance with governing regulations. The Developer shall provide to Commission staff copies of all bids received, including related breakdown of line item costs, Contractor qualification statements, Contractor financial statements indicating financial strength and stability of contractor, and any other bid-related attachments or requirements. Prior to awarding any construction contracts, the Developer shall obtain written approval from the Commission in the Commission's sole discretion, which shall not unreasonably be withheld.

11.    [§312]           Construction Monitoring Requirements; Disbursement Process; Effect of Commission Approvals

To the extent the Commission elects to do so in its sole discretion, Commission may provide oversight monitoring of the Scope of Development at its own expense in addition to the monitoring required of the Developer hereunder which is the sole responsibility of the Developer. The Developer shall provide adequate records and site access to accommodate the monitoring activities.

The Commission monitoring program, if any, may include, but is not limited to the following: establishment of various reporting requirement formats and frequencies; review of scheduling documents for conformance and performance; review of Quality Assurance/Quality Control program results; review of project budgets and cash flows; attendance at job site meetings; review of job correspondence; review of change order requests; review of submittals to architect; site inspections; pay request reviews and approvals; review of job site safety conditions; review of construction documents for compliance with actual construction; review of labor compliance documents and compliance of same; monitoring of any other related activities.

Notwithstanding any other provision, any monitoring, design approval, approval, consent, direction or other action or inaction by the County or the Commission shall not alter the fact that Developer is solely responsible for the safety, quality, efficiency, and appropriateness of the Site and all aspects of the Project development and operation.

The Developer shall, in order to obtain reimbursement from Proposition A Funds, deliver a written requisition executed by the Developer, on a form provided by or approved by the Commission. The Developer shall certify the amount of the reimbursement requested and explain the use of said funds in the written requisition. The written requisition shall be submitted to the Commission with all supporting invoices and other documentation requested by the Commission. The Commission, shall, as a condition to funding any such request for a reimbursement of Proposition A Funds under the Development Agreement, inspect the work completed and to be paid for from Proposition A Funds. The Commission shall disburse the funds to the Developer's escrow account within thirty (30) days of receipt of the written requisition, subject to the Commission's inspection, and finding the work satisfactory, and satisfying itself that all supporting documents are completed, correctly filled out and executed. The Commission shall not unreasonably withhold approval of the work completed by the Developer. The Developer must then disburse these funds for the prior approved expenses to the Developer's vendor, service or materials provider or contractor within ten (10) days of receipt of the funds from the Commission, unless the agreement between the Developer and its vendor, service or materials provider or contractor provides otherwise.

## 12. [§313] Indemnification and Insurance

During the period commencing with the execution of this Agreement, and continuing until such time as the Commission has issued a Certificate of Completion

with respect to the construction of the improvements on the Site, the Developer hereby agrees to defend (with counsel approved by the Commission, and including but not limited to paying court costs and attorneys' fees), indemnify and hold harmless the Commission, the County and their respective officers, employees, contractors and agents, and each of them, harmless for any and all claims, losses, liability and damages including without limitation, any property damage and/or personal injury or death, related directly or indirectly to, or arising out of or in connection with (i) any breach or default by the Developer hereunder, (ii) any of the Developer's construction activities on the Site (and/or the activities of Developer's agents, employees, lessees, representatives, licensees, guests, invitees, contractors, subcontractors or independent contractors on the Site), including without limitation the construction of any improvements on the Site or the use or condition of any such improvements, or (iii) any other fact, circumstance or event related to the Developer's performance hereunder. This indemnity shall not apply to claims, losses, liabilities and damages caused solely by the negligence or willful misconduct of the County or the Commission. This indemnity shall survive the recordation of the Certificate of Completion pursuant to Section 328 below.

Without limiting the Developer's indemnification of the Commission as set forth above, the Developer shall provide and maintain at its sole cost and expense for the periods stated below, from insurers admitted in California or having a minimum rating of or equivalent to A:VIII in Best's Insurance Guide the following minimum insurance requirements:

(i) Workers' compensation - as required by the Labor Code of the State of California.

(ii) Comprehensive general and automobile liability insurance, including contractual liability, with a combined single limit of at least one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate. The Commission, the County and their officials, agents, and employees shall be named as Additional Insureds, by endorsement from the Insurance Company for General Liability. Said insurance shall be primary insurance with respect to the Commission and shall contain cross liability protection. Said insurance shall be maintained continuously until such time as all provisions of this Agreement have been met by Developer, and shall be endorsed to require thirty (30) days prior written notice from insurer to Commission before cancellation or change in coverage. The Developer shall require its contractor and subcontractors to include the Commission and the Commission Representatives as Additional Insureds by endorsement on all general liability insurance covering work at the Site.

(iii) "Builder's Risk Special Form property insurance, during the course of construction, covering the full replacement value of the Developer's Improvements. Said insurance shall include debris removal and shall provide coverage for earthquake and flood if this protection is available from responsible carriers at reasonable cost.

Said insurance shall be maintained as long as Developer shall own said improvements. The County of Los Angeles and the Commission shall be named under a Lien holder's Endorsement.

The Developer shall deliver to the Commission certificates of insurance with original endorsements evidencing the coverage required by this Agreement. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. All policies shall also name the Commission, County and their respective officers, employees, contractors and agents, as additional insureds and the Developer as their respective interests may appear. The Commission reserves the right to require complete certified copies of all policies at any time.

If required by the Commission from time to time, the Developer shall increase the limits of its liability insurance to reasonable amounts customary for owners of improvements similar to those on the Site.

At no cost to the Commission, the Developer shall cause its general contractor to provide a Performance Bond and a Material and Labor Bond for the construction of the improvements on the Site. Each bond shall be in an amount equal to one hundred percent (100%) of the full amount of the construction contract between the Developer and the Contractor. Said bonds shall be executed by a responsible corporate surety authorized to issue such bonds in California and shall be "T" rated with a classification of A 8 or better.

Failure on the part of the Developer to procure and maintain any required insurance or bond shall constitute a material breach of this Agreement under which the Commission may immediately terminate this Agreement or, at the discretion of the Commission, procure or renew such insurance or bonds and pay any and all premiums in connection therewith, and all monies so paid by the Commission shall be repaid by the Developer to the Commission upon demand.

Any modification or waiver of the insurance requirements herein shall only be made with the prior written approval of the Commission Risk Management Administrator or designee.

### 13. [§314] County and Other Governmental Agency Permits

Before commencement of construction of improvements on the Site the Developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by the County or any other governmental agency affected by or with jurisdiction over such construction, development, or work. The cost for the permits shall be reimbursed to Developer upon submission of invoices to the Commission. The Developer shall secure the construction permit for the Scope of Development no later than the date set forth in the Schedule of Performance. During the course of

construction through issuance of the Certificate of Completion, Developer shall obtain all inspections and sign-offs required by the County or other governmental agency.

14.    [§315]           Rights of Access

For the purposes of assuring compliance with this Agreement, representatives of the Commission and the County, shall have the reasonable right of access to the Site without charges or fees and at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of the Commission or the County shall be those who are so identified in writing in advance by the Director of the Economic/Redevelopment Division of the Commission.

15.    [§316]           Local, State, and Federal Laws

The Developer shall carry out the construction of the improvements on the Site in conformity with all Governmental Restrictions.

16.    [§317]           Antidiscrimination During Construction

The Developer, covenants for itself and its successors and assigns that:

a.    The Developer will not discriminate against any contractor, employee or applicant for employment because of race, color, creed, religion, sex or sexual orientation, age, medical condition, marital status, ancestry, or national origin, and Developer shall, in all solicitations or advertisements for employees placed by or on behalf of Developer, state that all qualified applicants will receive equal consideration for employment without regard to any of the foregoing.

b.    Developer shall cause the foregoing provision to be inserted in all construction contracts, and other contracts for any work covered by this Agreement so that such provision shall be binding upon each lessee, manager, contractor and subcontractor.

17.    [§318]           Assignment of Contracts

All construction contracts, architect agreements, public agency grant or assistance agreements, leases, and other contracts and agreements relating to development, ownership and/or operation of the Site and the Site improvements shall expressly provide that they are freely and unconditionally assignable to the Commission or a successor Developer designated by the Commission following an uncured default by Developer under this Agreement or under any other loan or financing agreement entered into by Developer with the Commission or the County of Los Angeles relating to the Site.

18. [§319] Compliance with Documents

Developer shall comply with the provisions and requirements of Proposition A funds.

19. [§320] Builder's Warranty

The Developer shall provide a Builder's Warranty acceptable to the Commission for each unit. This warranty shall include but is not limited to the following:

1. The Developer warrants that the structures, which include and are not limited to the bathroom (this includes and is not limited to plumbing, mechanical, electrical, and structural systems), playground equipment, and the hardscape (including irrigation systems, concrete work, benches, etc.) and softscape (including grass, plants, shrubs, and trees) were built to the construction standards of the Los Angeles County Building Code, the State of California Safety Guidelines and the Consumer Products Safety Bulletin #325, Department of Parks and Recreation and the standards of the California Association of Building officials effective as of the date the building permit was issued for the structure(s).
2. The Developer provides a minimum two (2) year warranty on defects due to faulty workmanship and Materials starting from the date of Commission's beneficial occupancy or issuance of Certificate of Completion, whichever occurs first.
3. The Developer supplies to the Commission any warranty provided to it by a manufacturer or supplier.
4. Unless it otherwise so elects at its sole discretion, the Commission shall not be a party to any warranty claims or disputes.

In addition, the Developer shall provide a ten (10) year warranty providing protection for warranted structural elements; two-year warranty providing protection for the irrigation system; one-year warranty providing protection for defects due to faulty workmanship and materials, and 90 days (30 days after final payment) for all softscape work including grass, plants, shrubs and trees.

20. [§321] Certificate of Completion

Promptly after final completion of all construction and development to be completed by the Developer upon the Site to the satisfaction of the Commission, the Commission shall furnish the Developer with a Certificate of Completion upon written

request therefor by the Developer. Such Certificate of Completion shall be in such form as to permit it to be recorded in the Office of the County Recorder of Los Angeles County.

A Certificate of Completion shall be, and shall so state, conclusive determination of satisfactory completion of the construction required by this Agreement upon the Site and of full compliance with the terms hereof. Notwithstanding the foregoing or any other provision of this Agreement, nothing in this Agreement shall constitute a waiver, amendment or limitation of any rights or remedies available at any time to the Commission or the County.

If the Commission refuses or fails to furnish a Certificate of Completion for the Site, or portion thereof, after such written request from the Developer, the Commission shall, within ten (10) days of such written request, provide the Developer with a written statement of the reasons the Commission refused or failed to furnish a Certificate of Completion. The statement shall also contain the Commission's opinion of the action the Developer must take to obtain a Certificate of Completion. If the reason for such refusal is confined to the immediate unavailability of specific materials for landscaping, the Commission will issue its Certificate of Completion upon the posting of a bond by the Developer with the Commission in an amount representing a fair value of the work not yet completed.

## 21. [§322] Hazardous Materials

The Developer covenants that it shall use and maintain the Site in compliance with all applicable Governmental Restrictions. Developer further covenants that from and after execution hereof it shall not:

(i) deposit Hazardous Materials in, on or upon the Site during the period of Developer's possession of the Site, or

(ii) permit the deposit of Hazardous Materials in, on or upon the Site except in accordance with applicable laws during the period of Developer's possession of the Site, and the Developer hereby assumes any and all liability arising in connection with any such deposit of Hazardous Materials. The Developer agrees to and hereby does release, defend, indemnify and hold the Commission and County harmless from and against any Losses and Liabilities respecting (i) the deposit of Hazardous Materials in, on or upon the Site by the Developer, its employees, agents or developers, and (ii) the existence or claimed existence of Hazardous Materials in, on, or upon the Site, whether said Hazardous Materials are determined to have been deposited in, on or upon the Site prior to or after Developer's possession thereof.

For purposes of this Agreement, the term "Hazardous Materials" means, without limitation, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated



biphenyls or related or similar materials, asbestos or any other substance or material as may be defined as a hazardous or toxic substance by any federal, state or local environmental law, ordinance, rule or regulation, including, without limitation, (a) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act (42 U.S.C. Section 9601 et seq.), (b) the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), (c) the Clean Air Act (42 U.S.C. Section 7401 et seq.), (d) the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. Section 6902 et seq.), (e) the Toxic Substances Control Act (15 U.S.C. Section 2601-2629), (f) the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seq.), (g) the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code Section 25300 et seq.), (h) Hazardous Waste Control Law (CA Health & Safety Code Section 25100 et seq.), (i) the Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.), (j) Safe Drinking Water and Toxic Enforcement Act of 1986, (k) Hazardous Materials Release Response Plans and Inventory (California Health & Safety Code Section 25500 et seq.), (l) Air Resources Law (California Health and Safety Code Section 39000 et seq.), or (m) in any of the regulations adopted and publications promulgated pursuant to the foregoing.

22.    [§323]           Project Identification Sign

The Developer shall allow a sign to be posted on the Site, at the Commission's or Supervisor's sole cost, identifying the Commission and the name of the Commissioner in whose Supervisorial District the project is located.

IV.    [§400] USE OF THE SITE DURING PRE-DEVELOPMENT AND  
CONSTRUCTION PHASES

A.    [§401]           Maintenance of the Site

During the full period of construction and any pre-construction activities by Developer, Developer shall maintain the Site and any materials, equipment and improvements thereon safe, secure, orderly and free from graffiti in accordance with applicable Governmental Restrictions and good construction industry standards for similar construction sites in the County of Los Angeles.

B.    [§402]           Rights of Access – Public Improvements and Facilities

The Commission, for itself and for the County and other public agencies, reserves the right to enter the Site or any part thereof at any time and without interference of Developer for the purposes of monitoring, inspecting, and reviewing the work or construction. Any such entry may be made without notice to the Developer.

V. [§500] DEFAULTS, REMEDIES, AND TERMINATION

A. [§501] Defaults - General

Subject to the extensions of time set forth in Section 604, occurrence of any or all of the following shall constitute a default under and breach of this Agreement:

(i) Failure by the Developer to promptly pay in full any sums or amounts due to the Commission or the County under any term of this Agreement;

(ii) Failure of the Developer to timely make any of the submissions or secure any of the approvals required under this Agreement including without limitation the Schedule of Performance Attachment No. 3;

(iii) Failure, default, breach or delay by the Developer in the due, prompt and complete observance and performance of each and every condition, covenant or obligation imposed on the Developer by this Agreement, including without limitation the failure to commence or complete construction of the Scope of Development in accordance with and at the times set forth herein;

(iv) Discovery that any representation or warranty of the Developer made hereunder was false or misleading when made;

(v) The Developer's neglect, failure or refusal to keep in force and effect any permit or approval with respect to construction of any improvements or any policy or policies of insurance or any undertakings or bonds required hereunder;

(vi) Filing of a petition in bankruptcy by or against the Developer, or appointment of a receiver or trustee of any property of the Developer, or an assignment by the Developer for the benefit of creditors, or adjudication that the Developer is insolvent by a court, or levy of an attachment or execution against any substantial portion of the Developer's property, or against the Site or any portion thereof, or any materially adverse change in the financial condition of the Developer;

Except for a default described in item (iv) above for which there shall be no right to cure, correct or remedy, the party whose acts or omissions to act constitute a default hereunder shall be entitled to cure, correct, or remedy such default, if (a) such defaulting party commences and thereafter diligently pursues the curing of said default within thirty (30) days of receipt of a Notice of Default (as defined below) and (b) such defaulting party fully completes such cure, correction or remedy within thirty (30) days after receipt of said Notice of Default, or, in the event that the default is not curable within said 30-day period, within such additional period as is reasonably necessary to cure said default provided that such additional period shall in no event exceed ninety (90) days.

Notwithstanding anything to the contrary in this Section 501, (a) if the default consists of a party's failure to timely discharge its monetary obligations to any other party, then the party in default shall cure any such default within ten (10) business days of receipt of a Notice of Default; and (b) if the default is of the type described in (ii) above in this Section 501, said default shall be cured, corrected or remedied within fifteen (15) days of Default.

The non-defaulting party shall give written notice of Default ("Notice of Default") to the Developer in default, specifying the default complained of by the injured party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

B.     [§502]         Legal Actions

1.     [§503]         Institution of Legal Actions

In addition to any other rights or remedies, either party may, if the default remains uncured after notice and expiration of the cure period specified above (except that injunctive relief may be sought prior to expiration of the cure period if necessary to preserve the status quo and prevent an imminent action prior to expiration of the cure period), institute legal action to cure, correct, or remedy any default, or recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California, or in the appropriate Federal District Court in the State of California.

2.     [§504]         Applicable Law

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

C.     [§505]         Rights and Remedies are Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party.

D.     [§506]           Damages

If the Developer or the Commission defaults with regard to any of the provisions of this Agreement, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured by the defaulting party as provided in Section 501 above, the defaulting party shall be liable to the other party for any damages caused by such default.

Notwithstanding the foregoing, in no event shall Developer be entitled to, and Developer hereby waives, any right to seek indirect or consequential damages of any kind or nature from Commission arising out of or in connection with this Agreement, and in connection with such waiver Developer is familiar with and hereby waives the provisions of Section 1542 of the California Civil Code which provides as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

E.     [§507]           Specific Performance

If the Developer or the Commission defaults under any of the provisions of this Agreement, which has not been cured as provided in Section 501, the nondefaulting party, at its option, may institute an action for specific performance of the terms of this Agreement.

F.     [§508]           Remedies and Rights of Termination

G.     [§509]           Termination by the Commission

In the event:

- a.     The Developer does not timely submit for approval of the Commission with respect to the submissions required under this Agreement including without limitation Design Contract submissions; or The Developer is in breach or default with respect to any other obligation under this Agreement; or
- b.     The Developer is unable, despite diligent and good faith efforts, to obtain prior to the date established in this Agreement any of the following permits or entitlements for the development of the Site in accordance with this Agreement (including the Scope of Development) and the Drawings approved by the Commission:
  - (i)    building permits; and any other government approvals needed; or

(ii) sewer and water permits; and

c. If any default or failure referred to in subdivision a., b., or c. of this Section shall not be cured within any applicable cure period as set forth herein in Section 501, then this Agreement and any rights of the Developer or any assignee or transferee in this Agreement pertaining thereto or arising therefrom with respect to the Commission, may, at the option of the Commission, be terminated by the Commission by written notice thereof to the Developer. Upon such termination and except for any liability of the Developer to the Commission respecting any default by the Developer under this Agreement, and except for payments to be made to Developer for the reasonable value of work performed, neither the Commission nor the Developer shall have any further rights against or liability to the other under this Agreement, and the Developer shall have no further rights with respect to the Site.

H. [§510] Termination for Convenience

The Commission reserves the right to cancel this Contract for any reason at all upon five (5) days prior written notice to the Developer. In the event of such termination, Developer shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

In the event of any termination under this Agreement, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Developer under this Agreement shall, at the option of the Commission become its property and the Developer shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

VI. [§600] GENERAL PROVISIONS

A. [§601] Notices, Demands, and Communications Between the Parties

Formal notices, demands, and communications between the Commission and the Developer shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the Commission and the Developer, as set forth in Sections 106 and 107, respectively hereof. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time-to-time designate by notice as provided in this Section 601.

B. [§602] Conflicts of Interest

No member, official, or employee of the Commission shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly or indirectly interested.

The Developer warrants that it has not paid or given, and will not pay or give, any real estate broker, finder, or any other third person any money or other consideration for obtaining this Agreement.

C.     [§603]           Nonliability of Commission Officials and Employees

No member, official, or employee of Commission shall be personally liable to the Developer in the event of any default or breach by the Commission or for any amount which may become due to the Developer or on any obligations under the terms of this Agreement.

D.     [§604]           Enforced Delay: Extension of Times of Performance

In addition to the specific time periods otherwise provided by this Agreement, performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials, or tools; delays of any contractor, subcontractor, or supplier; acts of another party; acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of the Commission or County shall not excuse performance by the Commission or County) or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause. If, however, notice by the party claiming such extension is sent to the other parties more than ten (10) days after the commencement of the cause, the period shall commence to run only ten (10) days prior to the giving of such notice. Notwithstanding any other provision of this Agreement, no party shall be entitled to extensions of time, under the foregoing provisions of this Section 604 or any similar provision of law, cumulatively exceeding three hundred sixty-five (365) days. Times of performance under this Agreement may also be mutually extended in writing by the Commission's Executive Director and the Developer.

E.     [§605]           Inspection of Books and Records

The Developer shall provide access to the Commission, County of Los Angeles, the State of California, the Comptroller General of the United States, or any of their duly authorized representatives to Project any books, documents, papers, records of the Developer, General Contractor, and all Subcontractors and Material Suppliers for the purpose of making audit, examination, excerpts and transcriptions. The Developer is required to retain the aforementioned records for a period of five years after the final payment is made and other pending matters are closed. The Commission or its designee, has the right, upon forty-eight (48) hours prior written notice, at all reasonable times, to inspect and/or audit the Project books and records of the Developer, General Contractor, and all Subcontractors and Material Suppliers pertaining to the Project as pertinent to the purpose of this Agreement. The Developer shall provide to the Commission all copies of the Contract(s) between the Developer and the General Contractor. Additionally, the Developer shall make available, if requested, all copies of contracts by and between the General Contractor and all Subcontractors/Material Suppliers for the Project.

F.     [§606]           Plans and Data

1. Where the Developer does not proceed with the development of the Site, its obligations under this Agreement, or if this Agreement is terminated for any other reason, the Developer shall deliver to the Commission, free of any charge or payment therefor, any and all plans, drawings, designs, studies and data (collectively, "Plans") concerning the Site together with a bill of sale therefor confirming that all of the Developer's rights in and to said Plans, have been transferred to the Commission, and the Commission or any other person or entity designated by the Commission shall be free to use such Plans to the full extent allowed by law including Plans previously delivered to the Commission, for any reason whatsoever without cost or liability therefor to the Developer or any other person.

2. In the event that any of the Plans, referred to in Section 606 (1) herein are prepared or secured by Developer from contractors, all such contractors shall provide for assignment to Commission in the event of termination of this Agreement in conformance with the above provisions. In the event that said contracts do not include said assignment provisions, Developer shall indemnify Commission for any damages incurred as a result of its reliance on the assignment provisions of Section 606 (1) herein and shall reimburse Commission for any and all costs or expenses necessary to secure the drawings, plans, or documents from the subcontractors.

G.     [§607]           Approvals

Approvals required of the Commission may be granted or withheld in the Commission's sole and absolute discretion, which discretion shall not be unreasonably withheld, unless otherwise expressly specified herein.

H.     [§608]           On-Site and Off-Site Improvements

As material consideration for the execution of this Agreement, the Developer agrees to complete certain on-site and off-site improvements as listed in the Scope of Development (Attachment No. 4) in accordance with the Schedule of Performance (Attachment No. 3).

I.     [§609]           Reserved

J.     [§610]           Developer's Representations and Warranties

The Developer covenants, represents and warrants as of the date of this Agreement as follows:

K.     [§611]           Warranty Against Payment of Consideration for Agreement

The Developer has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal cost of conducting business and cost of professional services such as architects, engineers, attorneys and other consultants.

L.     [§612]           Organization and Standing of Developer

The Developer is a California non-profit corporation, duly qualified to do business and in good standing under the laws of each jurisdiction where the operation of its business or its ownership of property makes such qualification necessary, and has all requisite power and authority to own and operate its properties, to carry on its business as now and whenever conducted, and to enter into and perform its obligations under this Agreement.

M.     [§613]           Licenses

The Developer has duly obtained and maintained, and will continue to obtain and maintain all material licenses, permits, consents and approvals required by all applicable governmental authorities necessary for the development to be constructed pursuant to this Agreement.



N.     [§614]           Authorization and Consents

The execution, delivery and performance of this Agreement are consistent with all consents, approvals and authorizations of all applicable governmental authorities.

O.     [§615]           Litigation and Compliance

To the best of the knowledge of the Developer, there are no suits, other proceedings or investigations pending or threatened against, or affecting the business or the properties of the Developer, if determined adversely to the Developer, would have a materially adverse effect on the financial condition of the Developer; nor is the Developer in violation of any laws or ordinances.

P.     [§616]           Default

To the best of the Developer's knowledge, there are no facts now in existence, which would, with the giving of notice or the lapse of time, or both, constitute a default hereunder by the Developer.

Q.     [§617]           Compliance of Scope of Development

The construction and completion of any or all of the Scope of Development to be constructed on the Site by the Developer will be in accordance and compliance with all Plans approved by the Commission pursuant to this Agreement, and as completed: (i) will comply with all applicable Governmental Restrictions, including, without limitation, compliance with all laws and ordinances necessary to permit development, completion, use, and sale, as permitted by this Agreement; (ii) will not encroach upon the land of others or abound any easement or right-of-way; (iii) will be wholly within any enforceable building restriction lines, however established, and will not violate any enforceable use, easement, license, covenant, condition or restriction.

R.     [§618]           Notice From Governing Jurisdiction

The Developer has not received any notice from any governing jurisdiction of any violation of laws and ordinances, nor any notice requiring any improvements or alteration to be made in connection with the Scope of Development to be constructed on the Site other than those specified in this Agreement.

S.     [§619]           Adverse Conditions, Etc.

The Developer does not know or have any reason to know of any adverse condition or circumstance, pending or threatened litigation, governmental action, or other condition, which could prevent or materially impair the Developer's ability to develop the Site as contemplated by the terms of this Agreement.

T.     [§620]           Time Extensions

In addition to the provisions set forth in Section 604 of this Agreement, times of performance under this Agreement may be extended in writing by the Commission's Executive Director (with respect to times for performance by Developer) and the Developer (with respect to times for performance by the Commission).

VII.   [§700]   SPECIAL PROVISIONS

A.     [§701]           Growing Experience

The Developer in its contract with its General Contractor will include an allowance of up to \$18,240 for the Growing Experience (a landscape services project affiliated with the Community Development Commission) to implement the Commission's required Youth Employment Plan (see §723). The Growing Experience will provide landscaping services (for the installation of softscape items such as ground cover, shrubs, bushes, trees, etc.). The General Contractor shall contract with the Growing Experience, and the General Contractor shall supervise and coordinate the Growing Experience with respect to the timely installation of softscape items.

B.     [§702]           Reserved

C.     [§703]           County Lobbyist Ordinance

It is the Commission's policy that Developer and each County lobbyist or County lobbyist firm ("Lobbyist"), as defined in Los Angeles County Code Chapter 2.160, (County Ordinance 93-0031), retained by the Developer, shall fully comply with the requirements as set forth in said County Code. The Developer must also certify in writing that they are familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on behalf of the Developer will comply with the County Code.

Failure on the part of the Developer and/or Lobbyist to fully comply with the Commission lobbyist requirements shall constitute a material breach of this Agreement upon which the Commission may immediately terminate this Agreement and shall expose the Developer to civil liability.

Each County lobbyist and County lobbyist firm, as defined by Los Angeles County Code 2.160.010, retained by the Developer must certify in writing in accordance with the Lobbyist Certification, attached hereto as Attachment No. 5 that it is in full compliance with Chapter 2.160 of the Los Angeles County Code.

D.     [§704]           Termination for Improper Consideration

The Commission may, by written notice to Developer, immediately terminate the right of Developer to proceed under this Agreement if it is found by Commission that consideration, in any form, was offered or given by Developer, either directly or through an intermediary, to any Commission officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to the Developer's performance pursuant to this Agreement. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Developer as it could pursue in the event of default by the Developer.

The Developer shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The report shall be made either to the Commission's Executive Director or his designee. Among other items, such improper consideration may take the form of cash, discounts, service the provision of travel or entertainment, or tangible gifts.

E.     [§705]           Commission's Quality Assurance Plan

The Commission or its agents will evaluate Developer's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Developer's compliance with all contract terms and performance standards. Developer deficiencies which Commission determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and Developer. If improvement does not occur consistent with the corrective action measures, Commission may terminate this Agreement, upon providing notice in accordance with Section 601, or seek other remedies as specified in this Agreement.

F.     [§706]           Compliance with Laws

Developer agrees to be bound by applicable federal, state and local laws, regulations and directives as they pertain to the performance of the Agreement, including, but not limited to, Sections a-c below. This Agreement is subject to the Safe Neighborhood Parks Proposition of 1996.

(a)    Civil Rights Act of 1964, Title VI

Developer shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.

(b) Executive Order 11246 and 11375 Equal Opportunity in Employment (Non-discrimination in Employment by Government Contractors and Subcontracts)

Developer shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Agreement, the Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Developer will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of the non-discrimination clause.

The Developer will, in all solicitations for advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Developer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency of the Developer's comments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Developer will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Developer will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Developer's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Developer may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order, and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Developer will include the above provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions would be binding upon each subcontractor or vendor. The Developer will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Developer becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Commission, the Developer may request the United States to enter into such litigation to protect the interests of the United States.

(c) Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973.

No person in the United States shall be excluded from participation in, denied the benefits of, or subject to discrimination under this Agreement on the basis of age or with respect to an otherwise qualified handicapped individual.

I.     [§707]         Access and Retention of Records

Developer shall provide access to the Commission, the Controller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Developer which are directly pertinent to the specific contract for the purpose of making audits, examinations, excerpts and transcription. The Developer is required to retain the aforementioned records for a period of five years after the Commission pays final payment and other pending matters are closed under this Agreement.

J.     [§708]         Safety Standards and Accident Prevention

The Developer shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Developer shall provide all safeguards, safety devises and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

K.     [§709]         Drug-Free Workplace Act of the State of California

Developer certifies under penalty of perjury under the laws of the State of California that the Developer will comply with the requirements of the Drug-Free Workplace Act of 1990.

L.     [§710]           Severability

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

M.     [§711]           Interpretation

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if it were drafted by both parties hereto.

N.     [§712]           Developer's Warranty of Adherence to Commission's Child Support Compliance Program

The Developer acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from Commission through contract, are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon Los Angeles County and its taxpayers.

Developer warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O.     [§713]           Termination for Breach Of Warranty To Maintain Compliance With Commission's Child Support Compliance Program

Failure of Developer to maintain compliance with the requirements set forth in Section 713, "Developer's Warranty of Adherence to Commission's Child Support Compliance Program" shall constitute a default by Developer under this Agreement. Without limiting the rights and remedies available to Commission under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department ("CSSD") shall be grounds upon which the Commission/Board of Commissioners may terminate this Agreement pursuant to a written notice.

P.     [§714]           Post L.A.'s Most Wanted Delinquent Parents List

Developer acknowledges that the Commission places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Developer understands that it is Commission's policy to encourage its contractors to voluntarily post a list entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Developer's place of business. CSSD will supply Developer with the poster to be used.

Q.     [§715]           Independent Developer

This Agreement does not, is not intended, nor shall it be construed to create the relationship of agent, employee or joint venture between the Commission and the Developer.

R.     [§716]           Waiver

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

S.     [§717]           Copyright

Upon Commission's full performance of this Agreement, no report or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Developer. All documents become the property of the Commission and the Commission holds all rights to said data, upon full payment to Developer of all fees.

T.     [§718]           Confidentiality of Reports

The Developer shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Except as Developer deems reasonably necessary to performance under the Agreement, such information shall not be made available to any person, firm, corporation or entity not affiliated with the Project without the prior written consent of the Commission.

U.     [§719]           Reserved

V.     [§720]           Safety Standards and Accident Prevention

The Operating Agency shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Developer shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of

employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

W.     [§721]           Use of Recycled-Content Paper Products

The Developer agrees to use recycled-content paper to the maximum extent possible on this project.

X.     [§722]           Credit Notice to Employees Regarding the Federal Earned Income

Developer shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

Y.     [§723]           Youth Employment Plan

The Safe Neighborhood Parks Proposition of 1996 states that “all funds of the District allocated to projects which include tasks that can be performed by youth, including but not limited to the rehabilitation, restoration and/or development of beach, park, recreation, open space and/or natural lands, and recreation and community facilities, shall be used to the maximum extent feasible to employ at-risk youth from the community in which the particular project is being carried out.”

Accordingly the Developer will implement the Commission’s Youth Employment Plan included herein as Attachment No.7, which will use the Growing Experience, and includes the following: the tasks or elements of work to be performed by at-risk youth; an estimate of the amount of project funds to be spent on the employment of youth estimated at \$18,240; and the method or methods by which youth will be recruited and employed.

Z.     [§724]           Sources and Appropriation of Funds

The Commission’s obligation is payable only and solely from funds appropriated through the Safe Neighborhood Parks Proposition of 1996, and, for the purpose of this Agreement. All funds are appropriated pursuant to the Project Agreement executed by the Commission and the Los Angeles County Regional Park and Open Space District.

In the event this Agreement extends into succeeding fiscal years and funds have not been appropriated, this Agreement will automatically terminate. The Commission will endeavor to notify the Developer in writing within ten (10) days of the knowledge that the funds will not be forthcoming.



AA. [§725] Consideration of GAIN Participants for Employment

Should Developer or its contractors require additional replacement personnel after the effective date of this Agreement, Developer or its contractors shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet minimum qualifications for the open position. The Developer or its contractors shall contact the County's GAIN Division at (626) 927-5354 for a list of GAIN participants by job category.

BB. [§726] Notice to Employees Regarding the Safely Surrendered Baby Law

The Developer and its contractors shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation within Los Angeles County, and where and how to safely surrender a baby. The fact sheet is on the Internet at [www.babysafe.org](http://www.babysafe.org) for printing purposes.

VIII. [§800] ENTIRE AGREEMENT, WAIVERS, AND AMENDMENT

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement consist of Pages 1 through 49 and Attachment Nos. 1 through 7, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements (except the Design Contract) between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Commission and the Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of the Commission and the Developer.

IX. [§900] TIME FOR ACCEPTANCE OF AGREEMENT BY COMMISSION

This Agreement, when executed by the Developer and delivered to the Commission, must be authorized, executed, and delivered by the Commission within forty-five (45) days after the date of signature by the Developer or this Agreement shall be void, except to the extent that the Developer shall consent in writing to further extensions of time for the authorization, execution, and delivery of this Agreement. The effective date of this Agreement shall be the date when this Agreement has been signed

by the Commission and all references in this Agreement to the "date of this Agreement" shall be deemed a reference to the effective date of this Agreement.

COMMUNITY DEVELOPMENT  
COMMISSION OF THE COUNTY OF  
LOS ANGELES

SHANE'S INSPIRATION  
a California  
Non-Profit Corporation

By: \_\_\_\_\_  
Carlos Jackson  
Executive Director

By: \_\_\_\_\_  
Tiffany Harris  
Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO PROGRAM:

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By: \_\_\_\_\_  
CORDE CARRILO, Director  
Economic Redevelopment  
Division

By: \_\_\_\_\_  
Deputy

CC:ED:nc/Shane's Inspriation DA final 9-13

## Site Map



ATTACHMENT NO. 2  
LEGAL DESCRIPTION OF THE SITE

LOTS 3 TO 7 INCLUSIVE IN BLOCK 3 OF TRACT NO. 4301, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 50 PAGES 98 AND 99 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

LOTS 7 AND 8 IN BLOCK 13 OF TRACT NO. 4510, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 49 PAGES 27 AND 28 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THE SOUTH 40 FEET OF LOT 2, IN BLOCK 3 OF TRACT NO. 4301, AS PER MAP RECORDED IN BOOK 50, PAGE 98 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPT THE EASTERLY 40 FEET THEREOF.

THE EASTERLY 40 FEET OF LOTS 1 AND 2 IN BLOCK 3 OF TRACT NO. 4301, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 50 PAGES 98 AND 99 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THE WESTERLY 35.50 FEET OF THE EASTERLY 75.50 FEET OF LOT 1 AND THE WESTERLY 35.50 OF THE EASTERLY 75.50 FEET OF THE NORTHERLY 10 FEET OF LOT 2 IN BLOCK 3 OF TRACT 4301, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 50 PAGES 98 AND 99 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. APN NO. 5241-020-002.

ALL OF LOT 1, EXCEPT THE EASTERLY 75.50 FEET THEREOF AND THE NORTHERLY 10 FEET OF LOT 2, EXCEPT THE EASTERLY 75.50 FEET THEREOF, IN BLOCK 3 OF TRACT NO. 4301, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 50, PAGE 98 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. APN NO. 5241-020-001.

ATTACHMENT NO. 3  
SCHEDULE OF PERFORMANCE

I. GENERAL PROVISIONS

1. <u>Execution and Delivery of Agreement by Developer.</u> The Developer shall execute and deliver this Agreement to the Commission.	Not later than five (5) days after Commission Board action authorizing execution by the Commission.
2. <u>Execution of Agreement by Commission.</u> The Board of Commissioners shall authorize execution of this Agreement, and, if so authorized, the Commission shall execute and deliver this Agreement to the Developer.	Not later than thirty (30) days after obtaining authorization to execute from the Board of Commissioners. For purposes of this Schedule, "Execution of this Agreement" shall mean execution of the Agreement by both parties.
3. <u>Development Schedule.</u> Developer shall submit a detailed development schedule for review and approval by the Commission.	Within thirty (30) days of Execution of this Agreement by Commission. Commission will review and respond within fifteen (15) days of receipt.
4. <u>Project Team Staffing Plan.</u> Developer shall submit a Project Team Staffing Plan for review and approval by the Commission.	Within thirty (30) days of Execution of this Agreement by Commission. Commission will review and respond within fifteen (15) days of receipt.
5. <u>Submission and Approval of Basic Concept Drawings.</u> Developer shall submit to the Commission for approval the Basic Concept Drawings. The Commission shall approve or disapprove Basic Concept Drawings and related documents for the Sites.	Prior to or concurrent with submission of the executed Agreement by Developer.  Commission will review and respond within fifteen (15) days of receipt.
6. <u>Access for Site Investigation.</u> The Commission shall provide the Developer with access to the Commission Site for Site investigations pursuant to this Agreement.	Upon execution of this Agreement by the Commission.
7. <u>Determination of Site Conditions.</u> Developer shall determine whether conditions of the Site are suitable for the development thereon pursuant to this Agreement.	Within thirty (30) days after receipt of Commission's permission to enter the Site.
8. <u>Governmental Approvals/ Entitlements for the Site.</u> The Developer shall obtain all building, planning, and other approvals required for this Site to permit the development and construction of the Scope of Development and the use, operation, and maintenance of such Scope of Development in accordance with this Agreement.	The Developer shall cause entitlements for the Site to be such as to permit the development and construction of the Scope of Development within sixty (60)days after Execution of this Agreement.

## II. CONSTRUCTION

1. <u>Construction Contract and Schedule.</u> Developer shall submit an executed construction contract and detailed Construction Schedule for review and approval by the Commission.	Thirty (30) days prior to the start of construction.  Commission will respond in twenty (20) days.
2. <u>Submission – Certificates of Insurance.</u> The Developer shall furnish to the Commission appropriate certificates of insurance policies, payment and performance bonds.	Prior to ten (10) days before the start of construction; provided that certificates for insurance coverage shall be provided prior to Developer's entry to the Site pursuant to this Agreement.
3. <u>Submission and Approval – Final Construction Plans, Drawings, Landscaping and Grading Plans.</u> The Developer shall prepare and submit to the Commission for review and approval of Final Construction Plans, Drawings, Landscaping and Grading Plans for the Site.  The Commission shall approve or disapprove Final Construction Plans, Drawings, Landscaping and Grading Plans.	Prior to sixty (60) days before the start of construction.  The Commission shall approve or disapprove Final Construction Plans, Drawings, Landscaping and Grading Plans within thirty (30) days after submissions of Final Construction Plans, Drawings, Landscaping and Grading Plans.
4. <u>Governmental Permits.</u> The Developer shall obtain any and all permits required by the County or other governmental agency.	Prior to ten (10) days before the start of construction.
5. <u>Commencement of Construction of Scope of Development.</u> Developer shall commence construction of the Scope of Development on Site upon issuance of a Notice of Proceed.	Within sixty (60) days after execution of this Agreement and within 10 days after issuance of a Notice to Proceed.
6. <u>Completion of Construction of Scope of Development.</u> The Developer shall complete construction of the Scope of Development.	Within six (6) months after Commencement of Construction.
7. <u>Issuance – Certificate of Completion.</u> The Commission shall furnish the Developer with a Certificate of Completion.	Promptly after completion of all construction required to be completed by the Developer on the Site and upon written request therefore by the Developer.

## ATTACHMENT NO. 4 SCOPE OF DEVELOPMENT

### I. PRIVATE DEVELOPMENT

#### General

The Developer agrees that the Site shall be designed and developed such that the improvements will have architectural excellence in accordance with the provisions of the Agreement and the plans, drawings and related documents approved by the Commission pursuant thereto.

The scope of work will include and not be limited to, all onsite and offsite work, and any related work as needed to cause completion of construction of the Park, as defined by the final construction drawings, specifications, and other construction-related documents describing Developer Improvements under the Commission's Community Development Block Grant Program, Reimbursable Contract by and between the Commission and the Developer, dated February 25, 2003.

#### Developer Improvements

The Developer shall construct, or cause to be constructed on the Site a 1.62 acre Park. The Park will be located at 1338 Bonnie Beach Place and will consist of a playground area, benches, restrooms, landscaping, lighting, fencing and parking. The site which includes the parcel located on the west side of Bonnie Beach Place will be developed with a basketball court and parking.

#### Architecture & Design

The Developer improvements to be constructed on the Site shall be of high architectural quality, shall be well landscaped, and shall be effectively and aesthetically designed. The shape, scale of volume, exterior design and exterior finish of each building, structure and other improvement must be consonant with, visually related to, physically related, and an enhancement to each other and to adjacent improvements within the Project Area.

The Developer's plans, drawings and related documents submitted to the Commission for approval shall describe in detail the architectural character intended for the Developer improvements. The provisions, design criteria and property development standards set forth in this Scope of Development apply to the Site.

## Urban Design Standards, Controls and Restrictions

All on-site and off-site elements shall be subject to design review by the Commission in accordance with the procedures set forth in the Agreement. The Developer shall conform to the following standards of design in establishing the urban design concept, architectural and landscaping features of the Site.

Standards, controls and restrictions regarding construction and development, including, but not limited to, maximum land coverage, setbacks and building construction shall be as required by the Uniform Building Code (with County modifications), the County Building Code, and, as approved by the Commission, County Department of Regional Planning, County Department of Public Works, the County Department of Parks and Recreation and the Consolidated Fire Protection of Los Angeles County (CFPO).

The Commission, the County Department of Regional Planning, County Department of Public Works, and the CFPO's approval of the Final Construction Drawings and Landscaping and Finish Grading Plans shall be deemed to be an acknowledgement of compliance with the design standards and limitations contained in this Section.

### 1. Architectural Standards

The architecture of all structures shall maintain a high quality of architectural design.

#### (a) Form and Scale

Any structures on the Site shall consist of a form and scale acceptable to the Commission.

#### (b) Street Level Design

The facades as seen from the street shall be such that the shape, exterior design and exterior finish of the structures are consonant with and visually related to each other and surrounding developments.

#### (c) Building Materials

Building materials shall be of a high quality as approved by the Commission.



(d) Energy Considerations

Energy efficient features shall be incorporated into the design of the development.

(e) Screening

Trash areas shall be screened on at least three (3) sides and have movable doors or other devices to obscure such areas from view. All fire standpipes and such other fire related mechanical devices shall be screened with plant materials. Rooftop equipment shall be reasonably hidden so as to mitigate views from principal elevations surrounding the development.

(f) Signs

All public signs on the exteriors of buildings and structures are of special concern to the Commission. No sign which is inconsistent with the overall Project theme will be permitted. All signs must be approved by the Commission and must comply with applicable County Codes.

2. Siting and Land Use Standards

(a) Building Heights

The height of all improvements developed on the Site shall be in accordance with the Los Angeles County Zoning Ordinance.

3. Streetscape Design Standards

(a) Landscaping

The Developer shall maintain the landscaping on the Site and all exterior walls of all buildings free from graffiti, debris and accumulation of rubble and shall maintain all plant materials in a healthy and manicured condition during the course of construction until the Certificate of Completion has been issued.

(b) Vehicle Access

Driveways for parking shall be coordinated with the design of pedestrian access.

(c) Utilities

The Developer shall be responsible for all on-site utility installations and connections from the distribution lines in adjacent public rights-of-way to the improvements on the Site, including, but not limited to, sewers, storm drains, and water and gas distribution lines. All utility services on-site shall be underground or concealed within buildings to the extent permitted by appropriate utility companies and utility districts. No mechanical equipment or meters shall be left exposed in yard areas or on roofs.

(d) Building Coverage

Minimum building setbacks shall be in conformance with the County Zoning Ordinance and Basic Concept Drawings approved by the Commission.

(e) Rooftops

On buildings whose roof area is visible from surrounding structures or proposed structures, pedestrian ways, streets, etc., exposed duct work for heating and cooling, mechanical equipment and other roof structures shall be screened from the direct view of adjacent property or buildings in a manner approved by the Commission. Nothing contained in this paragraph or the Agreement shall be construed to require the Developer to install any air conditioning units, evaporative coolers or other cooling equipment.

(f) Parking Location

All parking for the Site shall be located within the boundaries of the Site except as otherwise approved by the Commission and the Department of Regional Planning.

(g) Disabled Access

The Developer shall make the Site's ingress and egress access ways on the Site usable by disabled persons, to the extent required by applicable law.

(h) Public and Offsite Improvements

The Developer shall design, construct and make any and all street, driveway, sidewalk, curb and gutter repairs necessary as a result of any damage caused by the Developer's construction. These installations and/or repairs shall be at the Developer's expense and shall be made in accordance with the technical specifications, standards and practices of the County. Such installations and/or repairs shall also consist of the reconstruction of driveways and installation of street trees as is necessary and appropriate.

The Developer shall perform, or cause to be performed, the Public Improvements. "Public Improvements" are those improvements required to be constructed on or within the public right-of-way, outside the property line(s). Public Improvements may include, but are not limited to: grading, sanitary and storm sewers, aggregate bases, pavement, pavement overlay, curbs, gutters, sidewalks, driveway aprons, street trees, landscaping, irrigation systems, street lighting, and traffic control measures.

These improvements shall be based on final drawings and plans provided by the Developer as required by the County of Los Angeles for construction of the Public Improvements and a determination by the County of Los Angeles of Public Improvements to be furnished in connection with the Scope of Development.

II. APPLICABLE CODES

The Scope of Development shall be constructed in accordance with the current adopted version of the Los Angeles County Code version of the Uniform Building Code (UBC), Uniform Plumbing Code, Uniform Mechanical Code, Uniform Electrical Code, Zoning, Fire, Title 24 of the State Building Code and all applicable current local and California amendments to these codes in effect at the time of building department plan check submittal and approval.

### III. SITE CLEARANCE AND PREPARATION

The Developer shall perform, or cause to be performed, at its sole cost and expense, the following work in order to facilitate the construction of the Scope of Development on the Site:

#### A. Compaction, Finish Grading, and Site Work

The Developer shall compact, finish grade and do such site preparation as necessary for the construction of the Scope of Development.

#### B. Demolition and Clearance

The Commission shall demolish or salvage, clear, grub and remove as needed all buildings, pavements, walks, curbs, gutters, and other improvements.

Any of the above items not completed prior to construction shall be included in the Developer's construction contract.

### IV. ENVIRONMENTAL REVIEW

The Commission shall be responsible for certification of any environmental documents in connection with the approval of the Agreement and the development provided for therein. The Developer agrees to cooperate with the Commission in such preparation and shall comply with all applicable mitigation measures set forth in the following Mitigation and Monitoring Plan.

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#### ATTACHMENT NO.5 COUNTY LOBBYIST CERTIFICATION

#### **COUNTY LOBBYIST CODE CHAPTER 2.160 COUNTY ORDINANCE NO. 93-0031**

#### **CERTIFICATION**

Name of Firm: SHANE'S INSPIRATION Date: \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the County of Los Angeles and the Community Development Commission, County of Los Angeles:

- 1) It is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160, (Los Angeles County Ordinance 93-0031) and;
- 2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;
- 3) That any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code.

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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with Los Angeles County and the Community Development Commission, County of Los Angeles.

Authorized Official:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

ATTACHMENT NO. 6

PROJECT BUDGET  
UNION PACIFIC PARK

The project will consist of a 1.62-acre community park. The community park will consist of a playground area, parking, benches, restrooms, landscaping, lighting, fencing and a basketball court and surface parking located across the street from the playground.

<u>Sources</u>	<u>Amount</u>
Community Development Block Grant (CDBG)	\$ 970,267
Proposition A Funds	<u>1,950,000</u>
Total	\$2,920,267

Uses

CDBG

Acquisition (a portion of)	\$ 142,304
Relocation	404,652
Design	200,000
Demolition	<u>88,311</u>
Development costs (includes soft costs such as environmental testing, permit fees, plan checks)	135,000

Proposition A Funds

Acquisition (a portion of)	\$ 550,000
Developer fee	45,000
Development costs (includes hard costs such as Landscaping, bathrooms, off-site improvements And other construction-related costs)	1,355,000
	<hr/>
Total	\$2,920,267

## **ATTACHMENT NO. 7**

### **Youth Employment Plan County of Los Angeles Community Development Commission Union Pacific Community Park Project Grant No. 58L8-03-233**

#### **Background**

The Safe Neighborhood Parks Proposition of 1996 has provided \$1,400,000 for the development of Union Pacific Community Park. Section 14 of the Proposition states that "all funds of the District allocated to projects which include tasks that can be performed by youth, including but not limited to the rehabilitation, restoration and/or development of beach, park, recreation, open space and/or natural lands, and recreation and community facilities, shall be used to the maximum extent feasible to employ at-risk youth from the community in which the particular project is being carried out."

#### **Tasks That May Be Performed By At Risk Youth**

Based on the current project plans and specifications for the Union Pacific Community Park Project, the following tasks have been identified as at-risk youth employment opportunities:

##### **Construction Phase**

Irrigation Operations: ( 2 persons X 160 hours = 320 hours)

- Assemble swing-joints and other components
- Clean out trenches
- Backfill trenches
- Flush systems, install and adjust nozzles

Planting Operations: (4 persons X 640 hours = 1,280 hours)

- Unload plant deliveries
- Maintain on-site holding nursery
- Plant shrubs and vines
- Stake and guy trees
- Spread soil amendments
- Finish grading and rock picking
- Spread decomposed granite
- Spread mulch in shrub areas

Project Clean-up Operations: (2 persons X 60 hours = 120 hours)

##### **Maintenance Phase**

Landscape Maintenance: (2 persons X 100 hours) = 200 hours

- Surface cleaning and litter removal
- Fertilizer application

Total Program Hours: 1,920 hours

1,920 hours x \$9.50/hour = \$18,240

Estimated Youth Employment = \$18,240.00

**Method of Youth Employment**

At-risk youth will be recruited from the Commission's Growing Experience and/or other community based programs.